

# ANNUAL REPORT

OF THE

# STATE BOARD OF CONCILIATION AND ARBITRATION

FOR THE YEAR ENDING DECEMBER 31, 1901.



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THE UNIVERSITY OF CHICAGO

1900

THE UNIVERSITY OF CHICAGO

WARREN A. REED, Chairman.  
RICHARD P. BARRY.  
CHARLES DANA PALMER.

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BERNARD F. SUPPLE, Secretary,  
Room 128, State House, Boston.





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## SIXTEENTH ANNUAL REPORT.

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*To the Senate and House of Representatives in General Court assembled.*

During the past year the Board has taken a more or less active part, as the circumstances of each case seemed to require, in the settlement of 108 difficulties. A statement of what was done in each is contained in the following report of cases.

Nine cases of arbitration were referred to the Board. In these latter there have been no strikes or lockouts, or, if the controversy had begun by a strike or lockout, the employees have gone back to work before the submission to arbitration, in accordance with the provision of the statute, which requires that the employees shall be at work while the arbitration proceedings are carried on.

The volume of work during the past year was larger than during any other year since the formation of the Board. The number of conciliation cases was greater than ever, and of arbitration cases — including such as are still pending — greater than for many years. Owing largely to a clearer understanding of what can be accomplished by conference or the modern plan of conciliation in labor disputes, the results have been more satisfactory than in any former year to the parties in controversy. The value of this simple method of treatment has been much underestimated. Its very simplicity has prevented it receiving the consideration due to it.

Labor disputes have come with our modern industrial

system, and are its legitimate children. When the employer worked side by side with his help during working hours, mingled with them in hours of recreation, and formed a part of their society, a certain interest in each other and knowledge of each others' needs existed, which are quite impossible when the number of employees reaches into thousands. It is not a matter of blame to be charged to either, that a sort of veil has come between the employer and employee, and that they have drawn apart; it is a necessary result of our modern way of doing business. Often in cases of differences a conference will put aside the veil and the misunderstandings and suspicions engendered by this lack of intercourse, necessitated by our modern plan of production. The most important work in settling disputes is to put back what present methods have taken away, and to remove the adverse elements which they have introduced. It has been the endeavor of the Board to obtain the best possible results through mediation, in order to ascertain what may be done by such means toward settling industrial differences without coercion, direct or indirect.

As the ability of contestants in labor disputes to cripple production, to deal harm to the other side and to the community becomes apparent, it seems plain that, other things being equal, the community which handles this problem the most wisely will be the most prosperous. The public is awakening to the truth of this fact, and is considering it with increased interest. That it is the final arbiter is freely acknowledged by all. It seems well, therefore, that we should, in Massachusetts, endeavor to educate ourselves in these vital questions, that we may not be unnecessarily weakened by disastrous conflict. If public-spirited men in different walks in life, employers, employees and neutrals,



would associate themselves together, with the object of studying industrial problems and creating a sound public sentiment much good could be done. These industrial questions must be settled right; they cannot be winked out of sight. The quicker we meet them in a proper spirit, the sooner they will be worked out.

There came to our notice in the past year 108 controversies of the kind contemplated in the statutes, arising out of 8 chief determining causes, occurring in 35 occupations, and involving 95 strikes. In some cases more grievances than one were alleged, in all 125, omitting such as were exhibited after disputes had begun.

INDUSTRY.	Higher Wages.	Lower Wages.	Shorter Hours.	Shop Rules.	Sympathy.	Antipathy.	Discharge.	Terms of Agreement.	Total.
Shoe, . . .	13	4	—	3	3	1	2	2	28
Leather, . .	5	—	—	1	4	3	2	—	15
Teaming, . .	5	—	3	1	—	—	1	—	10
Printing, . .	2	—	1	2	—	1	—	—	6
Textile, . .	—	4	—	—	—	—	—	—	4
Painting, . .	4	—	2	—	—	—	—	—	6
Stone, . . .	4	—	1	—	—	—	—	—	5
Miscellaneous,	14	—	25	6	1	2	1	2	51
Total, . . .	47	8	32	13	8	7	6	4	125
	Per Cent.	Per Cent.	Per Cent.	Per Cent.	Per Cent.	Per Cent.	Per Cent.	Per Cent.	Per Cent.
Shoe, . . .	10.4	3.2	—	2.4	2.4	.8	1.6	1.6	22.4
Leather, . .	4.0	—	—	.8	3.2	2.4	1.6	—	12.0
Teaming, . .	4.0	—	2.4	.8	—	—	.8	—	8.0
Printing, . .	1.6	—	.8	1.6	—	.8	—	—	4.8
Textile, . .	—	3.2	—	—	—	—	—	—	3.2
Painting, . .	3.2	—	1.6	—	—	—	—	—	4.8
Stone, . . .	3.2	—	.8	—	—	—	—	—	4.0
Miscellaneous,	11.2	—	20.0	4.8	.8	1.6	.8	1.6	40.8
Total, . . .	37.6	6.4	25.6	10.4	6.4	5.6	4.8	3.2	100.0

From this we see that 44 per cent. of discontent related to wages, 39.2 per cent. related to hours of labor and required conditions, while 16.8 per cent. related to sentiment.

The Board's services were jointly invoked 37 times, and by one party or the other in 27 disputes. The Board interposed of its own motion on 44 occasions.

Eight decisions were rendered, and 39 conciliations were effected through the mediation of the Board. Twenty-six others were found to be in process of mutual settlement, in some instances through the services of public-spirited citizens acting as mediators. Sixteen contests were fought to a finish, when new hands were hired. Eighteen disputes were abandoned, including one case of arbitration, the employer having gone out of business pending proceedings.

Chapter 339 of the Acts of 1901 charged the Board with the duty set forth in the following as it now appears in the Revised Laws, chapter 19, section 23; but no case of the kind in view has as yet been brought to the Board.

No veteran who holds an office or employment in the public service of the commonwealth, or of any city or town therein, shall be removed or suspended, or shall, without his consent, be transferred from such office or employment, nor shall his office be abolished, except after a full hearing of which he shall have at least seventy-two hours' written notice, with a statement of the reasons for the contemplated removal, suspension, transfer or abolition. The hearing shall be before the state board of conciliation and arbitration, if the veteran is a state employee, or before the mayor of the city or selectmen of the town of which he is an employee, and the veteran shall have the right to be present and to be represented by counsel. Such removal, suspension or transfer, or such abolition of an office, shall be made only upon a written order stating fully and specifically the cause or causes therefor, and signed by said board, mayor or selectmen, after a hearing as aforesaid.



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REPORTS OF CASES.

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## REPORTS OF CASES.

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### P. A. FIELD — SALEM.

On learning that a strike of lasters had taken place in the factory of P. A. Field of Salem, the Board's mediation was offered. It appeared that about 12 men were dissatisfied with the prices for lasting, and quit work on December 29, 1900, in order to resist a reduction. When the employer was interviewed by a member of the Board, on January 1, 1901, he said he was experiencing no difficulty in the conduct of his business, having secured other lasters, as many as had gone out, and in fact all that were needed. The new hands were doing their work in a manner that was satisfactory to him. He had no controversy whatever with his present employees, and if any past employees who had left his factory of their own volition fancied they had a controversy with him, it was a kind of delusion which he did not participate in.

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### MORRILL LEATHER COMPANY — SALEM.

A strike of buffers occurred in the last week of December, 1900, in the factory of the Morrill Leather Company of Salem. Notice of the same was received on January 1, 1901, whereupon the services of the Board were offered; but it was learned that the places of the strikers had been filled with new men and nothing further was heard of the case.

**F. BRIGHAM & CO.—HUDSON.**

On January 2 the Board went to Hudson, with a view to composing the difficulty arising out of a proposed reduction in prices for operators, tackers and pullers-over in the shoe factory of F. Brigham & Co. at Hudson, who had quit work the day before. Mr. Brigham was out of town, and the investigation was confined to inquiries among the workmen, and an offer to mediate between the parties in adjusting their differences. On the following day Mr. Brigham was seen, and expressed his consent to the Board's mediation; but it appeared that the strikers had already returned, pending a settlement. Mr. Brigham said he was willing to pay whatever prices were paid by his competitors. Nothing further was heard from the difficulty.

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**WRIGHT & COLTON WIRE COMPANY—PALMER.**

On January 8 about 65 wire drawers in the employ of the Wright & Colton Wire Company of Palmer struck to resist the introduction of cheap labor into the factory, claiming that the firm, by the employment of an objectionable person, had indicated its intention to replace the present labor by cheaper hands. On January 11 an interview was had with a committee of the workmen, and on the same day the Board went to Palmer to meet the firm and its employees. On the next day Mr. Wright of the firm and a committee of the employees, on the invitation of the Board, met in the presence of the Board to discuss their differences. The management satisfied the committee that their fear of being replaced by cheaper labor was unfounded. The objectionable person, he said, had been hired for no other reason than

because more workmen were required, and he offered if all hands would return to work, to restore them to their former places. The committee expressed a desire to report to the strikers at their meeting, to be held in the afternoon, and Mr. Wright agreed to remain in town to learn the result. The committee promised to inform him and the Board promptly. The conference then dissolved and the Board withdrew. On the 14th the strikers accepted the offer of their employer and returned to work. This settlement reopened the whole mill, which had been shut down by the action of the strikers.

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#### **F. BRIGHAM & CO.—HUDSON.**

On January 7 a reported strike of 4 sanders, that threatened to involve the whole shoe factory of F. Brigham & Co. at Hudson, was investigated. It was found on inquiry that 1 of them had been discharged, and the other 3 left because they were not satisfied with the wages, and it did not appear that they desired to return. On the 12th 5 new hands were hired, whereupon the men in the finishing department ceased work and prepared to quit the factory on a sympathetic strike; but, after a short interview with the superintendent, they concluded to remain. It thus appeared that there was no controversy to be adjusted.

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#### **A. D. FISHER—LYNN.**

On the 12th of January A. D. Fisher's 18 lasters struck to resist a reduction on the price of lasting slippers. The employer stated to the Board that he had a plan in relation to the conduct of his factory which he was anxious to put

in operation, and that, if it did not prove successful, he would notify the Board. This information was communicated to the workmen. The controversy continued for some time, and a settlement was finally effected between the parties.

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### MORSE & LOGAN—LYNN.

On the 17th of January 16 shoe cutters employed in the factory of Morse & Logan at Lynn struck to enforce a list of new prices which were calculated to increase wages to the amount of about 15 per cent. average.

The Board offered its mediation, but learned that negotiations were being carried on which promised to result in an early settlement of the differences. An adjustment soon followed.

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### WILLIAM PORTER & SON—LYNN.

The following decision was rendered on March 5, 1901:—

*In the matter of the joint application of William Porter & Son, shoe manufacturers of Lynn, and the cutters in their employ.*

PETITION FILED JANUARY 22, 1901.

HEARING JANUARY 24, 1901.

The question at issue under this application is a scale of prices presented by the employees to the firm.

After due consideration, the Board recommends that the following prices be paid to the cutters in this factory:—

	Per 60-pair Case.
Dongola foxed Polish, . . . . .	\$2 10
Dongola foxed button, . . . . .	2 25
Dongola foxed Oxford, . . . . .	1 55
Dongola foxed button Oxford, . . . . .	1 70
Polish tops, plain, . . . . .	90
Button tops, plain, . . . . .	1 05
Pointed slippers, . . . . .	90
Men's Oxford, . . . . .	1 30
Golf boots, extra on all styles, . . . . .	45



	Per 60-pair Case.
Colors, extra over black, on all styles, . . . . .	\$0 30
Seamless foxing, first quality, on kid, extra, . . . . .	15
There is no award for extra on seamless foxing, first quality, when calf is the material used.	

By agreement of the parties, this decision is to take effect from the twenty-first day of January, A.D. 1901.

By the Board,

BERNARD F. SUPPLE, *Clerk*.

### C. W. VARNEY & SON — LYNN.

On January 18, 1901, 25 lasters quit their work in the factory of C. W. Varney & Son of Lynn, to resist a reduction in prices. Negotiations were soon begun between the parties, and the mediation of the Board was promptly offered. The lasters expressed their willingness to refer the whole matter to the Board in case negotiations proved fruitless. On January 21 an agreement between the parties was reached, and the men returned to work on that day.

### STEAMFITTERS — BOSTON.

In our report of a year ago a brief statement was made of the efforts of masters and wage earners in the steam and hot water fitting industry of Boston and the vicinity to formulate an agreement that would govern the relations of employer and employed.

The existing agreement, which was signed on October 24, 1895, as a result of the Board's mediation, was fast becoming inoperative, it was said; and it was apprehended that serious results might ensue unless some necessary amendments, suggested by experience, were speedily made.

Early in February the business agent of the fitters' and the

helpers' unions and a representative of the Building Trades Council called upon the Board to invoke its aid in procuring a collective agreement; but before anything could be done the union revoked its request.

Five months later they renewed the request, and the Board transmitted it to the masters' association. It was then August, and some of the officers of that body were away on their vacations, and another month elapsed before a conference could be arranged. In the mean time, serious difficulties arose between the masters and their sheet metal workers, whose union is recognized as a branch of the building trades co-ordinate with that of the steamfitters.

The parties came together in the presence of the Board in response to invitation, and discussed their differences on September 10 and 16. The workmen's demand at the outset was a minimum rate of \$3.50 per day for steamfitters; but this was later on reduced to \$3. The masters claimed that they should pay a scale of wages according to the years of proficiency; but they, too, gave way so far as to shorten the list to two items, one of which was the \$3 minimum to all fitters of more than one year's standing, and the other was \$2.50 a day for steamfitters in the first year of their promotion from the grade of helpers. The masters also desired a ruling as to whether the agreement of October 24, 1895, was still in force. The workmen took the employers' offer under consideration. The conference dissolved without agreement.

On the following day the unions rejected the compromise offered by the masters, and so notified them through the Board. A letter was received from the fitters' union, expressing thanks to the Board for the services rendered.

The following response was sent to the employers:—



STATE BOARD OF ARBITRATION AND CONCILIATION,  
BOSTON, October 8, 1901.

*Master Steamfitters' Association of Boston*, ARTHUR C. WALWORTH,  
*President.*

GENTLEMEN:—In reply to your inquiry of September 16, "Whether the agreement of October 24, 1895, between ourselves and the Boston Journeymen Steamfitters' Union, is still in force," I am directed to say that it is the opinion of this Board that, as far as the facts have come to its knowledge, the agreement is still in force.

Yours respectfully,

BERNARD F. SUPPLE, *Clerk.*

It is to be regretted that, notwithstanding the earnest efforts of all concerned, another year has passed without the much-needed agreement in the steamfitting trade. On the other hand, the parties are to be congratulated that, despite the provisions now in force, which so many have come to regard as inadequate, the relations of employer and employed should continue to be so friendly.

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**WELLMAN OSBORNE—LYNN.**

Two years ago the retail clerks of Lynn inaugurated a movement for the early closing of stores, as set forth in the following:—

LYNN, February 26, 1900.

DEAR SIR:—At a regular meeting of the Lynn Retail Clerks' Association it was unanimously voted to request the proprietors of the retail stores to shorten the hours of labor by adopting the following schedule:—

Open at 8 A.M.; close on Monday at 9 P.M.; Tuesday, Wednesday, Thursday and Friday at 6 P.M.; and on Saturday as usual. Also to close all day on holidays, keeping open the night before and every night for one week previous to Christmas.

The association proposes to furnish, free of expense, copy-

righted display cards to all merchants who adopt the above schedule, and to induce the buying public to trade with such stores as display the cards.

We have the endorsement of the Central Labor Union, representing every labor organization in the city, and their agreement to stand by us in obtaining shorter working hours.

If this meets with your approval, will you kindly sign the enclosed agreements, keeping one, and return the other to P. O. Box 403, Lynn, Mass., in enclosed stamped envelope on or before March 15.

Yours respectfully,

LYNN RETAIL CLERKS' ASSOCIATION.

We quote the following to show that we do not ask for more than is granted to our fellow clerks in other manufacturing cities : —

Springfield, Worcester, Hartford and Providence open at 8 A.M. ; close 5 nights at 6 P.M., Saturday at 10 P.M.

Lowell, open at 8 A.M. ; close Monday at 9 P.M., 4 nights at 6 P.M., Saturday at 10.30 P.M.

Manchester, N. H., open at 8 A.M. ; close Monday, Tuesday, Wednesday and Friday at 6 P.M., Thursday at 9 P.M., Saturday at 10 P.M.

By the following February nearly all the store keepers in Lynn had conformed to the demand. There was some hesitation, however, on the part of the store keepers in that part of Lynn called West Lynn, who claimed that their business was subject to conditions quite different from those affecting the "down-town" stores of Lynn.

Mr. Osborne was the proprietor of three stores, two of which were down town. In these he had experienced no difficulty in closing on schedule time agreeably to the requirements of the union. The third, which was a department store in West Lynn, was conducted largely on the credit system, with payments on the instalment plan.

Mr. Osborne had closed his West Lynn store, according to the demand, for two weeks ; but finding that other stores

in West Lynn had not complied, reopened his store on Friday nights.

The customers of this store were principally employees of a large factory in the neighborhood, who were occupied until 6 o'clock daily, and who were paid on Fridays. The business with them as buyers or as payers on account was almost exclusively performed in the evening, and principally on Friday evenings. Mr. Osborne felt that it was imperative he should keep open on Friday evenings late, but was willing to close early on Mondays, instead. On Tuesdays, Wednesdays and Thursdays he would be obliged to keep open until half-past 6, in order to accommodate his customers. The union, however, expressed an opinion that it would be an unfair discrimination to make an exception in his favor.

In February the Board's attention was called to the matter by the president of the Retail Clerks' Association, Local No. 175, who was also the chairman of its grievance committee.

On learning that negotiations were under way, the Board's advice to all concerned was to continue their conferences on the subject of a settlement, but to report to the Board whenever negotiations might be broken off.

This phase of the difficulty was protracted into May, when the unions' committee notified the Board that they had exhausted every means for coming to an understanding with Mr. Osborne, and felt impelled to invoke the Board's assistance.

On May 14 an application was received from the committee, and the Board set about to procure a conference of parties, and several interviews to that end were had. Mr. Osborne's consent having been obtained, a conference between the parties, the employer on the one hand, and the

association's committee on the other, was held in the presence of the Board on the 18th of July, and again on the 25th of the same month. On this latter occasion the difficulty was nearly adjusted, the controversy having narrowed to a question of the hour for closing on Tuesdays, Wednesdays and Thursdays; the employer would agree to closing on these nights at 6.30; the committee, however, could not consider a later hour than 6.15. The firm requested further time for observation, in order to see how business might be adjusted to suit the modified demand, and expressed the belief that he would be in a better position to treat upon the subject after two weeks. The conference was thereupon adjourned to August 8; but on the 7th it was further postponed to the 15th, on the employer's motion. On the 15th it was postponed again until the chairman of the conference committee should have returned from his vacation. The matter lapsed until the latter part of September. In the mean time, the Retail Clerks' Association objected to the negotiations as conducted thus far by its committee, and declared a boycott against Mr. Osborne, or, as some would have it, revived an old boycott which had never been officially declared off. On the 21st of September Mr. Osborne notified the Board of the boycott, and submitted as evidence a notice which had been sent to a customer of his in Boston, saying, substantially, that the customer must not use any more of Osborne's goods until notified by the Central Labor Union of Boston, "or the trouble in Lynn is settled satisfactorily to organized labor." The Board thereupon requested an explanation of the committee, the chairman of which had returned from his vacation, and received in response a statement to the effect that the committee had acted in good faith throughout the negotiations, having been vested with full power to effect a



peaceful settlement; that the boycott was a surprise to them, and the responsibility therefor rested upon the union.

On the 22d of September Mr. Osborne advised the Board that the Central Labor Union of Lynn had notified him that they wished to discuss the difficulty; he was disposed to accept the invitation, provided such a conference should take place in the presence of the State Board. In view, however, of the fact that the union had without notice substituted for peaceful negotiation, through their committee, a hostile expedient known as the boycott, and had assumed the management of the controversy, the Board notified the employer and the committee that no further steps would be taken in the matter except upon written application of the union. The controversy was protracted still further, and attracted the attention of the public in various ways. The conference committee was powerless to act; the union made no application to the Board, and at the time of writing this report there is no evidence that the parties have approached any nearer to a settlement.

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#### **THAYER, MAGUIRE & FIELD — HAVERHILL.**

On January 29, 220 turned workmen, stitchers and cutters went out on strike from the shoe factory of Thayer, Maguire & Field, because of the firm's refusal to sign the stitchers' union price-list. On the 12th of February the Board went to Haverhill and met the firm and Agent Donovan of the shoe council. The parties conferred on the question of a settlement, and in the course of four or five days a compromise list of prices for the stitchers was agreed upon, and the stitchers, together with the turned workmen and cutters who had gone out in sympathy with the stitchers, returned to work.

**WHITE & WYCKOFF MANUFACTURING COMPANY —  
HOLYOKE.**

On February 6 about 24 employees, pressmen, feeders and compositors, of the printing department of the White & Wyckoff Manufacturing Company, struck for 9 hours a day, at the same pay as they were then receiving for 10 hours' work. The firm refused to concede to the demands of the strikers, and soon began to fill the positions of the men who had left. The printing department is incidental only to the lines which the firm manufactures, and is but a small part of their business. After communicating with both parties to learn the situation of affairs, the Board, on the 27th of February, went to Holyoke and met the agent of the building trades' council and the grievance committee of the pressmen's union, and at the invitation of the firm went with the committee to the factory. An interview was had, in which the situation was fully discussed. Several of the places of the strikers had already been filled, and the firm insisted on its right to make such terms as to hours of labor as were agreeable to their individual employees and themselves. In the course of a month all the places of the men had been filled, and on the 18th of April the strike was formally declared off.

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**THE STAR BREWERY — BOSTON.**

A representative of the Star Brewery of Boston sought the advice of the Board, on February 19, concerning a controversy on the subject of disturbances which, under the existing agreement, should be settled through peaceful negotiations. He said 25 employees were involved. The Board

advised that nothing be done that could be construed into a violation of the agreement. On the following day the brewers' agent telephoned to the Board that conference committees had been appointed by the parties. Nothing further was heard of the case. There was no rupture of friendly relations.

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#### **THE AMERICAN WOOLEN COMPANY—MAYNARD.**

On February 16, 35 women and girls employed as sewers and menders at the Assabet Mills of the American Woollen Company in Maynard quit work, to resist what they claimed was a reduction in earnings. The Board offered its services as mediator to both sides, and on February 21 a committee of 3, representing the employees, met the treasurer of the company, the agent and superintendent of the mills, and conferred on the question of a settlement, in the presence of the Board. The company proposed that the girls work under the new price-list for 60 days, a minimum equal to the old wages being guaranteed for that period, with a view to reopening the case if any dissatisfaction were found at the end of that time. The committee considered the subject favorably, but, though vested with full power, declined to sign agreements without consulting the strikers. The Board and the committee went to Maynard and met the strikers. The situation was explained to them, and a vote was taken which resulted in favor of returning to work, and the strike was declared off. This was immediately made known to the management of the mills. On the following day the mills opened, the strikers returned, and with them 1,100 other employees, who had been idle by reason of the difficulty, found re-employment. When the 60 days had elapsed, no dissatisfaction was expressed on either side.

**C. M. BRETT—HUDSON.**

On February 18 a strike occurred in the factory of C. M. Brett at Hudson, when 6 treers quit work, to resist new regulations which they considered a hardship. The Board offered its services as mediator, but on investigation it was found that there was no longer any difficulty, other treers had been found to take their places, and the strikers returned to work in other departments of the factory.

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**PAINTERS—SPRINGFIELD.**

There was a movement early in the spring on the part of the Painters, Decorators and Paper Hangers of America, Local Union No. 257, for the establishment of a schedule. The union demanded a minimum price of  $31\frac{1}{4}$  cents per hour for painters,  $37\frac{1}{2}$  cents for paper hangers, and that any painter taking work by the day should receive \$3 for 8 hours, paper hangers, \$3.50 (this is known as rule 4); that over-time work be charged 50 per cent. and Sunday work 100 per cent. extra; a list of piece prices was also submitted.

A controversy over the demands resulted in a strike on the 1st of March, the day appointed.

The master painters offered the 8-hour day at 30 cents an hour, and 35 cents for paper hangers, but that the men should be allowed to work 9 or 10 hours during the months of April, May, June, September and October; and the sole condition of this concession was that the journeymen should abandon rule 4, and not work for such painters and decorators as were journeymen during some seasons and at other times masters.



The master painters claimed that to work extra hours during the busy months was an advantage, whereby the local men might benefit by the extra money and the trade be saved the inconvenience of hiring a lot of out-of-town men.

The members of the Master Painters' Association said that the employers were greatly embarrassed in this contest by the fact that there was a large number of painters and paper hangers who take contracts, and also perform journeyman work on such jobs; they were journeymen in the eyes of the union, and must belong to the union and be responsible to it.

When the strike occurred in this industry on March 1 the Board offered its services as mediator; but, on investigation, learned that negotiations had been inaugurated which gave promise of a prompt settlement. It was hardly a strike at all, in the sense of any bitterness existing on either side; both sides had submitted their terms according to the custom of past years, and, pending agreement, there was a cessation of work.

On March 4 a conference of parties was held in Springfield, when rule 4, relating to journeymen who are sometimes masters, was dropped, and the other demands were granted. All the men returned to work on the following day, and a formal agreement was drawn up and signed. This was part of a movement in the trade at various points in the Connecticut valley.

**AMERICAN NET AND TWINE COMPANY—EAST CAMBRIDGE.**

About 40 girls in the employ of the American Net and Twine Company struck on the 27th of February, because of the alleged tyranny of an overseer and the discharge of one of their number. On the 1st of March the Board called at the office of the company in Boston, and learned that the places of the strikers were still open for them if they desired to return, and went to the factory at East Cambridge, where they were told that all who desired to return, except one or two, would be reinstated. After a conference with the employees, they expressed themselves as willing to return, except in the case of one of the girls, and the superintendent of the factory was so informed. He had, however, in the mean time, changed his mind, and concluded that he would take back only such as he desired, on their personal application to him. The help refused to return unless all could return, but in the course of a few days all but 6 returned to work, the places of the latter having been filled.

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**CHESLEY & RUGG—HAVERHILL.**

On March 2 machine operators on turned work and stock fitters quit work in the factory of Chesley & Rugg at Haverhill, because, as they said, of the discharge of 20 men. There were 160 involved in this strike. It was agreed, as a result of negotiations, that the firm would take them back. On March 4, however, a second strike occurred, involving 150 cutters and women stitchers, for the reason, as stated, that the firm did not keep its promise. The Board went to the scene of the difficulty, and found that negotiations were in progress which promised to result in a settlement.

On March 6 the employer reported by telephone that the difficulty had been settled, and that the 350 employees had returned to work.

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#### **EAGLE MILLS — NORTH ADAMS.**

On February 26 a strike occurred in the Eagle Mills, North Adams, because of an alleged reduction in pay. All the mule spinners quit work, and the whole factory, 120 employees, all told, was idle in consequence. The Board laid the grievances before the employer on the following day, together with advice concerning such conciliatory efforts as were proper to make at the outset. On that afternoon the parties met, and, acting on the advice of the Board, a settlement was reached. All hands returned to work on the 28th.

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#### **E. & A. H. BATCHELLER — NORTH BROOKFIELD.**

During the week preceding March 11 the firm of E. & A. H. Batcheller, engaged in the business of manufacturing men's shoes at North Brookfield, proposed to their help a reduction of 10 per cent. in the wages, to go into effect March 11. It was claimed that the competition in the market prevented their paying the present rate of wages. The operatives in each of the 7 departments of the factory held meetings to consider whether they would accept the reduction, and appointed a committee of 5 in each department to constitute a general committee of 35 to meet their employers. Having decided not to accept the reduction, the whole body of employees, to the number of 1,180, refused to go to work on the 11th, and in consequence the factory was shut down. On the same day the Board went to North Brookfield for the purpose of inquiring into the

situation, and met the committee of the employees, who were evidently fully determined not to accept the reduction. They claimed that some two years before they had accepted a similar reduction, and that their earnings were not sufficient to meet their expenses of living. The committee expressed a desire to meet the firm in conference, and at the request of the Board the superintendent of the factory communicated with the employers in Boston, who replied that they would meet the full committee of their employees in the office of their factory on the following day. On the afternoon of the next day the parties met in conference, and a settlement was effected.

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#### IPSWICH MILLS — IPSWICH.

A strike occurred in the Ipswich Mills, March 25, 1901, in the carding and boarding departments, involving about 150 persons of the 750 employed in the mill. This action led to a suspension of business in all departments of the mill. The cause of the trouble was the enforcement of a 10 per cent. reduction in wages, which the agent had announced some two weeks before would go into effect on March 25. The 10 per cent. reduction applied to nearly all who received an advance of 10 per cent. voluntarily given by the mill in January, 1900. The weekly pay roll was reported to be about \$6,000, and the reduction would mean a loss to the operatives of about \$2,500 a month. On the morning in question the mill opened as usual, but the operatives in the carding and boarding rooms refused to begin work under the reduction in wage.

On the next day the Board went to Ipswich to investigate the trouble, and met a committee of the strikers in the office of the selectmen in the town hall. They claimed that several

times in the past wages had been reduced without any resistance on their part, but on this occasion, as the mills were running over-time, they thought there was no occasion for a reduction, and proposed to contest it. The operatives further claimed that fines were imposed for imperfect work which was caused not by themselves but by the imperfect condition of the machines, for which they were not themselves responsible. The committee appeared to be determined not to accept the reduction, and stated that the help were imbued with the same feeling; but, if the company would make it clear to them that the reduction was necessary, they would accept it, and return to work forthwith. An interview was had with the agent of the mill, who stated fully the reasons for the reduction, and added that, if the reduction was accepted, he would endeavor to have the wages returned to their former standard as soon as the conditions of business should warrant it. Both parties were then invited to meet the Board in the town hall in conference, and the matter was fully discussed on all sides. The agent showed to the strikers that the reason for running over-time was in order that goods might be produced for a future market rather than for orders already obtained. After the conference the committee reported back to their body at their next meeting, which was largely attended, and where it was unanimously voted not to return to work under the 10 per cent. reduction. In view of this fact, the Board again went to Ipswich on the 28th of March, and met the committee of strikers and learned from them the situation. They stated that they had decided to leave their case in the hands of the Board, and would agree to abide by whatever decision the Board might make touching the question of reduction. Subsequently, by invitation, a member of the Board was present at a meeting



of the strikers, and advised the observance of good order and sobriety during the continuance of the strike. On the following day a further interview was had with the treasurer and agent of the mills in Boston. They explained fully the conditions of the market, the fall in price of cotton, and the necessity of running the mill at the reduction that was proposed to be made. They claimed that, even with the reduction, the prices and earnings were still higher than those of competing factories in other States. Their position in regard to the reduction was unchanged. In regard to the claim of faulty machines and other matters which resulted in fines, the opinion was that such things, if they existed, would be remedied.

On April 1 the Board went again to Ipswich, and met the committee of strikers at the town hall. The interview with the representatives of the mill was reported to them, and they were advised by the Board to carefully weigh the situation, report the facts to the main body of the strikers, and, after discussion, to decide the question of return by secret ballot, in order that each person might independently express his view upon the matter. The recommendation met the unanimous approval of the committee, and a meeting was held by them on the 3d, in which they voted whether to accept the reduction on the following conditions:—

1. That the wages be restored as soon as the conditions of business should warrant it.
2. That the machines should be kept in proper condition by a competent machinist, and fines imposed by reason of faulty machines should be done away with.
3. That there should be no discrimination against anybody for taking part in the controversy.

A secret ballot being taken, it was decided, by vote of 94

to 7, not to accept the reduction imposed by the management. On being informed of the vote, the Board again met the treasurer of the mill, and informed him of the then state of affairs, and inquired if they could do anything further in the matter. The affair remained unchanged until the 13th of April, when the strikers again voted, 110 to 28, not to return to work. On the morning of the 15th a final meeting was held, to reconsider this vote. A member of the Board was present at the meeting by invitation, and, together with two of the selectmen, urged the acceptance of the reduction under the conditions proposed in the meeting of the 3d. At the close of the meeting a ballot was taken, which resulted in a vote of 93 to 46 to return to work forthwith. This vote was made unanimous, and the strike was at an end.

In this case, Mr. Schofield, chairman of the selectmen, rendered valuable assistance by calling the attention of the Board to it in the first instance and by aiding materially throughout the controversy.

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#### NATIONAL CALFSKIN COMPANY — PEABODY.

Twelve machine shavers employed in the leather factory of the National Calfskin Company of Peabody left work on the 19th of March to enforce a demand for increased price for work performed on larger skins than they had been accustomed to handle. On investigation by the Board, it was found that the places of the strikers had been immediately filled, and that there was no industrial difficulty existing at the factory.

**BLANK-BOOK BINDERS — BOSTON.**

Early in February the blank-book binders of Boston, numbering about 600 men and women, who had been working 10 hours a day for some years, moved upon their employers for a 9-hour work day without reduction of wages. The book binders' agent visited the various employers, and succeeded in obtaining their consent to the demands in most instances. A majority of those that remained conditioned their consent upon the demands being granted by their competitors; while some employers of non-union labor refused outright, saying that it would be equivalent to an increase of  $11\frac{1}{9}$  per cent. in the cost of labor, which the conditions of their trade would not warrant.

On March 25 a strike was declared in the shop of Robert Burlen, which threw 170 employees out of work. The reason alleged was that this employer was the one stumbling block in the way of success, and that, if he could be induced to grant the demands, the others would do so also. On the following day the Board put itself in communication with the two parties, and brought about a conference between Mr. Burlen and the agents of the union. The result of this conference was that Mr. Burlen agreed to the union demands, provided George Coleman, another employer, could be induced to agree also. The book binders hastily organized the wage earners in Coleman's bindery, and these forthwith declared a strike, involving 40 all told. Mr. Coleman thereupon agreed to the union demands, and the union expressed its satisfaction. All hands returned to work in the Burlen and Coleman binderies, and the threatened general strike was averted.



**F. BRIGHAM & CO.—HUDSON.**

On March 25 a strike of buffers occurred in the shoe factory of F. Brigham & Co., Hudson, for the cause, as stated, that they were compelled to do hard work on material that was too crude, and that a change from pay by the day to piece prices would result in lower wages than they could afford to work for. The strike threatened to throw all hands in the factory out of work. The Board put itself in communication with the employer, and learned that a new price-list had been generally adopted; that but a few persons had refused to accept it, who, having acted in a disorderly way, were discharged.

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**PAINTERS—LOWELL.**

On January 17, 1901, the painters of Lowell made a demand for a work day of 8 hours at \$2.25, instead of 9 hours at \$2, the new schedule to go into effect on April 1.

On March 20, 16 master painters paid off their men and notified them that they need not return to work except under the old conditions. The lockout was in effect on the 1st of April. The Board went to Lowell on April 3, and had separate interviews with the masters and the officers of the painters', decorators' and paper-hangers' union, representing the workmen involved. A conference was immediately held in the presence of the Board, as a result of these interviews, and a full discussion of the difficulty was had. The employers were willing to concede the 8-hour day, but not with increased pay; the men were willing to work at the old rate, but insisted on the 8-hour day. An agreement was thus effected, and the following contract drawn up, and signed by

the representatives of both parties in the presence of a member of the Board: —

AGREEMENT BETWEEN MASTER PAINTERS' ASSOCIATION AND LOCAL  
UNION NO. 39.

[C. D. PALMER, *witness State Board of Arbitration.*]

Agreed, that the present scale of wages be adhered to (\$2 minimum), and 8 hours shall constitute a legal work day.

Agreed, that journeymen painters shall not hire out by contract.

That masters painters will not hire non-union men, or members who have been expelled by our Union No. 39.

Agreed, that they will hire only those who can show a clear card from our Union No. 39.

Agreed that 30 cents per hour be paid for tearing off paper, preparing walls and ceilings, kalsomining and whitewashing.

Agreed, that master painters will sustain the action of Union No. 39 in dealing with all members violating our constitution and by-laws, by working on a strike or lockout, the penalty not less than \$5 for each day worked.

Agreed, that no journeyman painter be allowed to take contract work or sub-contract work unless he agree to become a master painter, and further agree to abide by the schedule price-list of the Master Painters' Association.

Further agreed, that any violation of those agreements, by either parties, will be summarily dealt with by the aggrieved organization.

All hands returned to work, and no further difficulty was experienced in the trade.

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PAINTERS — GREENFIELD.

On April 1 a strike of journeymen painters and decorators took place in Greenfield, involving about 40 men, members of local Union No. 211. There were 11 master painters in the town, but the business was largely done by 4 of them.

The claim of the workmen was for \$2.50 for a day of 9 hours, the previous rate having been \$2 for a day of 9 hours, and the employers offered \$2.25.

On April 4 a conference was had between the master painters and the journeymen, and the former offered \$2.25 a day for 9 hours, and asked for an answer on Saturday, the 6th. On Monday, the 8th, upon receipt of information that the workmen had declined to accept the offer, the Board went to Greenfield for the purpose of meeting both sides and arranging a conference on the following day; and on Tuesday a prolonged meeting was held by the parties in the presence of the Board, but without definite result except that it was evident that the way was open for a settlement within a few days, as the offer of the employer was not positively declined by the men.

The employers offered to leave the whole matter to the decision of the Board or to a local board, but the offer was not accepted by the men. On the next day an interview was had by the Board with the business agent of the painters' union in the Connecticut valley, the situation at Greenfield was considered carefully with him, and he decided to urge the Greenfield painters to accept the settlement offered by the master painters on the basis of \$2.25 a day, which they did.

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#### TEAM OWNERS — SPRINGFIELD.

On the 27th of March about 65 team owners who had been working for the city of Springfield refused to work. The controversy came to the knowledge of the Board on the 10th of April, and on the 16 and 17th of April the Board went to Springfield to look into the case. The main difficulty between the team owners and the superintendent of streets of

the city related to the size of a load of sand or gravel, and the conditions under which a reasonable load might be carried. The team owners claimed that under favorable conditions they did not object to carrying a load of 5,000 pounds, but that such a load was too heavy when the road was hard to travel. They wanted some definite rules governing the hauling of loads under unfavorable conditions; and it appeared that it was not so much the judgment of the superintendent of streets that they objected to as that of the foreman under him, and they asked for rules and regulations to govern the discretion of the foreman.

The Board met the mayor and the board of supervisors and superintendent of streets, together with the team owners, at the city hall. The superintendent of streets was not disposed to grant the request of the team owners, but said that he had already put on 16 non-union teamsters, and that he saw no reason for discharging them, and that, further, he was about to put on other non-union men. As it appeared that neither the mayor nor board of supervisors had any jurisdiction in the matter, but that the city council was the tribunal of last resort to decide it, the Board suggested that the teamsters petition the city council for a hearing in the matter, in case efforts at settlement failed. At the conference the team owners were represented by counsel, and after a full examination of the merits of the case it seemed best to leave the superintendent of streets and the counsel for the workmen in conference alone, and the Board withdrew.

After conference, decision on the matter was postponed for ten days, at the end of which time, or soon after, an agreement was reached satisfactory to both parties.



**PLASTERERS — LOWELL.**

On April 1 a strike of plasterers, involving 17 employers and 40 workmen, took place in Lowell, to enforce a demand for a working day of 8 hours instead of 9, as had been the vogue, without reduction from the old rate of \$3.25 a day. The Board promptly offered its services, and suggested a conference as a speedy means of settlement, which advice was not immediately accepted. The workmen, after some delay, however, concluded to invoke the assistance of the Board, but the masters remained obdurate. The strike soon ceased to attract public attention, although prolonged for several weeks.

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**HOOD RUBBER COMPANY — WATERTOWN.**

Some 575 employees of the Hood Rubber Company's factory at East Watertown struck on the 17th of April, on account of a grievance against the foreman of the making department, claiming that a padrone system existed in his department, and that preferences were given to Armenians, and discriminations made against other workmen, by reason of gifts, etc., that had been made to the foreman. On the 23d of April the representatives of the corporation met the Board in its rooms, and later in the day a committee of the men waited upon the Board. Arrangement was made for a conference of both sides with the Board the following day. At the conference the grievances of the men were fully set forth by witnesses whom they called, and at the close of the conference the company desired the employees to return to work and leave the settlement of the difficulties to the officers of the company, to be met and disposed of as they should see proper. The men proposed that all the employees should

return to work and that the foreman should be suspended, and that thereupon the matter should be submitted to the State Board for its opinion. This proposition was declined by the officers of the company, and the conference closed.

On the 2d of May the representatives of the company called at the rooms of the Board by invitation, and stated that they could not take back all the old hands, in case there were a settlement, because they had hired in the mean time at least 150 persons to fill the places of the strikers. They seemed to be satisfied with the situation as it was, but authorized the Board to state to the employees that the abuses complained of and which had arisen out of the so-called padrone system, in case any such existed, would be stopped, and in case of a repetition of same, would be suppressed. The matter of re-employment of old hands, or as many of them as could be employed, was to be left to the foremen of the respective departments. They stated that all employees in future would receive equal treatment; that no discrimination would be allowed; and that it was the desire of the company to see all their employees contented and satisfied. This statement was conveyed by the Board to the strikers.

On the 4th of May the strikers, through their agent, the president of the central labor union of Boston and vicinity, asked for a public hearing; and a few days later the Board visited the factory of the company, for the purpose of ascertaining whether, in its discretion, a public hearing should be held. It appeared that the factory was running well in all other departments than the making department, where about one-half the usual number of hands were at work. After interviews with the committee of the strikers and with the officers, the Board concluded that it was not best to call a public hearing in the case.



**MACHINISTS' STRIKE — BOSTON.**

During the spring the newspapers of the country were discussing a strike of machinists which was to take place on May 1. Toward the middle of April the Board made inquiries at the headquarters of the Boston machinists, with a view to learning what, if anything, could be done to avert the difficulty. In response to an invitation from the officers of the machinists' union, a visit was paid to them in the last week of April. They expressed a desire for instruction in the law regulating the adjustment of industrial difficulties through State conciliation and arbitration, and information as to the methods of the Board. In response, the Board set forth the superiority of peaceful adjustment over the harsher methods of strikes and boycotts. The officers of the union said that a large number of employing machinists had not as yet responded to their demand, and that before proceeding with the strike, and for the purpose of setting themselves right before the public, they intended to present their demands in a formal way to each employer, and then perhaps to invoke the assistance of the State Board of Conciliation and Arbitration for the purpose of bringing the parties together for a conference with a view to settlement.

On the 30th of April it was learned that the strike had been postponed to May 20. On May 1 a committee of the Boston union called in response to invitation, and stated that the strike had been postponed to May 20; that there were 2,800 machinists in Boston and its vicinity, about one-fifth of which number was enrolled in the union. The demand was for a nine-hour day, without reduction from existing rates of pay. In view of a conference that had been appointed for May 8, the committee said that there was

no present need for the services of the Board, but that later on its good offices might be availed of. The strike, it appears, was general throughout the country on May 30, having been ordered by the International Association of Machinists. The cause of the strike was the refusal of the firms to agree to the following propositions:—

**Machinists:** A machinist is classified as a competent general workman, competent floor hand, competent lathe hand, competent vise hand, competent planer hand, competent shaper hand, competent milling machine hand, competent slotting machine hand, competent die sinker, competent boring mill hand, competent tool maker and competent linotype hand.

**Hours:** Nine hours shall constitute a day's work on and after May 20, 1901. (*Note.*—This arrangement is not to interfere in any way with shops where a less number of hours per day is already in operation.)

**Over-time:** All over-time up to 12 o'clock midnight shall be paid for at the rate of not less than time and one-half time, and all over-time after 12 o'clock midnight, Sundays and legal holidays, shall be paid for at the rate of not less than double time. (*Note.*—The following rates are not to interfere in any way with existing conditions; that is, where higher rates than above are paid, no reduction shall take place.)

**Night gangs:** All machinists employed on night gangs or shifts shall receive over-time as specified above for all hours worked over 54 per week.

**Apprentices:** There may be 1 apprentice for the shop, and in addition not more than 1 apprentice for 5 machinists. It is understood that in shops where the ratio is more than the above no change shall take place until the ratio has reduced itself to the proper number by lapse or by the expiration of existing contracts.

**Wages:** An increase of  $12\frac{1}{2}$  per cent. over the present rates is hereby granted, to take effect May 20, 1901.

**Grievances:** In case of grievances arising, the above agrees to receive a committee of their machinists to investigate, and, if possible, to adjust the same. If no adjustment is reached, the case shall be referred to the above company and the representatives of the International Association of Machinists. If no satis-

factory settlement can then be agreed upon, the whole subject matter shall be submitted to a board of arbitration, consisting of 5 persons, 2 to be selected by the above company, 2 by the above lodge of the International Association of Machinists, and the 4 to choose a fifth arbitrator; and the decision reached by this board is to be binding on both parties to this agreement.

The strike had hardly been declared when concessions were made in one quarter and another with varying success. So far as the general strike was concerned, it was impossible to get a committee that felt warranted in negotiating a settlement on any other terms than those laid down by their International Association. In one or two instances, after the strike had been prolonged, committees in Boston and vicinity were willing to negotiate with a view to a settlement, and appealed to the Board. These cases are treated of elsewhere in this report. The strike lingered throughout the summer and finally disappeared from notice, being successful in most places in this State.

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#### **LINEMEN — BOSTON.**

Local Union No. 104 electrical workers submitted to various telephone, telegraph and electric railway companies a plan of an agreement involving shorter hours, to go into effect on May 1. Until the 30th of April no conference had been held between the parties, and the men applied to the Board to obtain interviews for them with the various companies. The Board met the president of the Elevated Railway Company, who stated that he was willing to confer with a committee of his own employees, and the Board accordingly introduced the men to the president and then retired, leaving the parties in conference. On the same day

the Board arranged a conference between the officers of the New England Telephone and Telegraph Company and the committee of their men, to be held the following day. The next day the men were introduced to the officers by the Board, a conference was granted and the Board retired, leaving the men and the management together. After several interviews, the parties failed to agree on any concessions to the men.

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### CARPENTERS' STRIKE—LOWELL.

On May 1 a strike involving about 350 workmen and 45 master carpenters took place in Lowell, for the purpose of enforcing the workmen's demand for an 8-hour day, at a minimum rate of \$2.25; and on the following day the secretary of the executive committee invoked the mediation of this Board, for the purpose of adjusting the difficulty. On May 3 the Board had separate interviews with the parties, with a view to bringing about a conference on the question of a settlement. The master carpenters said that they would hold a fuller meeting at the Builders' Exchange on May 7, and expected to be better able to reply to the Board's invitation, and requested that the Board's invitation be put in writing and directed to the Builders' Exchange.

The following correspondence thereupon ensued:—

MAY 4, 1901.

*To the Master Carpenters of Lowell and their Past or Present Employees.*

GENTLEMEN:—This Board has considered the difficulty existing in your industry. A preliminary investigation of the questions involved has been made through separate interviews with employers and workmen in interest. Representative and public-spirited men have stated their opinions of the difficulty as affecting the welfare of the entire community. In view of important circumstances,



the Board believes that the time has come for the clearing away of possible misunderstandings.

You are hereby invited, therefore, to meet the Board at the Richardson Hotel, in Lowell, on Thursday next, May 9, 1901, at 2 o'clock in the afternoon, by committees fully empowered to effect a settlement, and to that end confer with each other in the presence of the Board.

Respectfully yours,

BERNARD F. SUPPLE, *Clerk*.

LOWELL, MASS., May 7, 1901.

MR. BERNARD F. SUPPLE, *Clerk, State Board of Arbitration*.

DEAR SIR: — In consequence of the action to-night, I have no authority to represent the contractors in a conference, therefore your request to meet you the 9th inst. would avail nothing.

Respectfully yours,

CHARLES P. CONANT, *Secretary*.

A copy of this reply was sent to the secretary of the executive committee of the journeyman carpenters in a letter saying: —

To the letter of May 4, which we sent in duplicate to you and the master carpenters of Lowell, the Board has this day received from the employers an official response, which, in view of published reports, appears to decline the invitation to meet the journeymen and confer with them in the presence of the Board. The attitude which it appears to indicate renders useless the attempt to bring the parties together. The Board will be pleased to accept any suggestion you may choose to offer, and desires to be notified of any change in the situation, and regrets that no conference can be held.

Toward the 1st of June 11 master carpenters granted the demands, and about 70 strikers returned to work.

The strike, which was protracted through the summer, ceased to occupy public attention; many of the carpenters involved sought and obtained employment in other places.

**SAMUEL USHER — BOSTON.**

In 1899, Samuel Usher, engaged in the printing business in Boston, adopted a system of regulating the hours of labor with the aid of record clocks. In May, 1901, the workmen complained to their union that the method of recording time occasioned a loss of one hour to them in the course of a week. The pressmen's union served notice on the employer to the effect that the rule should be changed, being in violation of the Syracuse agreement, which established a 54-hour week, and, moreover, stated that if the rule were not changed they would quit work. On Monday morning, May 6, about 12 pressmen and feeders went out on strike. The Board put itself in communication with the employer and the officers of the union, and brought about a conference on the 8th, which resulted in an agreement whereby the existing method of taking time for beginning work was abolished.

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**THE BERNARD RICHARDS COMPANY — BOSTON.**

In the spring of 1901 a difficulty arose in the press room of the Bernard Richards Company of Boston, publishers of the "Brown Book," concerning the relations of a certain employee with the union. It was claimed that the man in question had refused to pay his dues to the union. Having a long record of similar delinquencies, the man had become so obnoxious that his shopmates demanded his discharge. The superintendent refused to discharge him and the union men went out on strike on May 6.

On May 8 the Board brought the representatives of the employees and the superintendent of the press room into a conference, with a view to ascertaining what, if anything, could be done in the way of settlement. It appeared that



both parties were firm in their determination, on the one hand to retain the man, on the other not to work with him. Another conference was had upon the 10th and another on the 11th, but without immediate result. Nothing further was heard of the case, but it was learned unofficially that subsequently the company discharged the non-union man for reasons which they deemed sufficient, and expressed a willingness to reinstate their former employees, many of whom had found work in other places.

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**G. W. & F. SMITH — BOSTON.**

On the 13th of May 22 housesmiths struck for refusal to meet their demand for a wage of 33½ cents per hour for mechanics and 28 cents per hour for helpers. The number of strikers was soon increased by about 100. The company and its men endeavored to settle their difficulties, but in the course of their negotiations a misunderstanding arose, and the men called upon the Board to assist in settling the difficulty. The Board met the employer on the 16th of May, to see if a further conference could be obtained between the parties. The employer said that it was then too late to enter into any negotiations, by conference or otherwise, regarding a settlement, as many of his old housesmiths had returned to work, and his business was moving satisfactorily at the works. About half of the men in all were re-employed, and the remainder were refused reinstatement.

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**LUDDY & CURRIER — LYNN.**

On May 13, 35 lasters in the factory of Luddy & Carrier at Lynn quit work for the purpose of resenting the discharge of a laster and the conduct of a foreman. The Board

offered its mediation to both parties. It appeared that a new lasting machine had recently been introduced into the factory, and the firm desired to retain the old hands and have them taught to run the machine. For this purpose the machine company sent a man as instructor, who subsequently became foreman in the factory. The workmen claimed that his language and manner were offensive, and, as the result of an altercation on May 13, one of the lasters was discharged, whereupon all the rest of the lasters left work. The firm was incensed against the workmen, and was not disposed to re-employ men whose conduct might impair the discipline of the factory; and the feeling was intensified by the belief that the firm's agreement with the lasters' union, still in force, should have sufficiently protected both parties; moreover, it was well known that when the instructor became foreman he acquired the right to hire and discharge. The difficulty was further complicated by the fact that he had hired in 10 men already, and promised employment to 6 whom he expected at any moment; and, feeling that he was compelled to fill all places vacated, the employer was loth to treat with the union. The agent of the union felt that the difficulty lay in the fact that the foreman did not have the ability and tact necessary for handling men without friction; that complaint had been made some time ago about the trouble in the lasting department, and that nothing had been done except to refer the matter to the superintendent, in spite of the fact that the trouble was threatened.

The officers of the union were willing to adopt any conciliatory course as soon as the firm's attitude would permit it. This state of affairs lasted until about the 22d, when the union voted to declare the strike off, on the ground that it was unjustifiable. The men thereupon went to work.

**W. J. SULLIVAN — BOSTON.**

On May 17 notice was received from the organizer of the American Federation of Labor that a strike of machine stone workers had occurred in the stone yard of W. J. Sullivan of Boston. The Board offered its mediation to both sides.

On the 20th a committee of hand stone workers called, and said that they expected a committee of machine stone workers by appointment to meet them at the rooms of the Board. The hand stone workers desired to know how their interests would be affected by the contest between the machine stone workers and the employer. It appeared that 10 feeders of freestone to machine planers who had been employed by W. J. Sullivan demanded an increase in wages of 10 per cent. The demand was refused, and a strike ensued in the first week of May. The organizer was sent for, who said, on finding that the machine stone workers did not appear, that the matter might be allowed to rest for a time. Nothing further was heard of the case, but on inquiry it was learned that within three weeks the places were filled; the old hands asked for reinstatement, but only 2 were taken back.

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**RICE & HUTCHINS — MARLBOROUGH.**

On May 20, 26 lasters left their machines in the Middlesex factory of Rice & Hutchins at Marlborough, and went out on a strike until their demands for an increase in the price of lasting hard box-toed shoes should be granted. They had been receiving 30 cents a dozen for plain toes, and complained of doing the hard box-toes at the same price. When the Board interposed, it was learned that the parties were endeavoring to arrange the matters between themselves,

and on May 21 the lasters returned, pending the result of a conference with the firm. The firm shortly afterwards made prices which the men deemed satisfactory, and nothing further was heard from the case.

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#### **GRANITE CUTTERS — FITCHBURG.**

There was a movement of granite cutters in Fitchburg early in May, in order to establish the union bill of prices, and on May 15 a strike occurred in two granite yards. It was reported that about 75 workmen were involved in both places. Communication was had with both employers, and it was learned that one had already granted the union price list. The union would not recede from its demands. The employers were loth to invoke the assistance of the Board, but after a while, when business became brisk, the prices were paid according to the union schedule, and all hands returned to work.

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#### **CUTLERY FORGERS' STRIKE — NORTHAMPTON.**

A strike occurred in three cutlery factories at Northampton on May 16, to enforce a demand for the 9-hour work day at the pay formerly received for ten hours. Fifty-two forgers, all told, were involved.

On May 22 and 23 the Board was at Northampton, and mediated between the parties with a view to inducing a settlement.

The factories involved were the Clement Manufacturing Company, the W. A. Rogers Cutlery Company and the Northampton Cutlery Company; they had given employment to about 500, all told, but these were now idle by reason of the strike. The demand in the case of each of

these factories was the same. The employees said that it was made at the instance of their national organization; that every blacksmith in the three shops was a member of the union. Representatives of both parties having consented to a conference, they met on the 28th at the Norwood House, in the presence of the Board, and the issue was fully discussed. No result having been reached on this date, an adjournment was had to the 31st, when it was found that the employers would concede the demand, but were unwilling to do so right away; it only remained to fix the date upon which it would become operative. This question was left to the Board, and after full consideration October 1 was named, which day proved to be satisfactory to both parties. It was further agreed that all hands should return to work on June 3, and that there should be no discrimination against anybody by reason of his activity in the strike.

On June 3 all hands returned to work, and harmony has prevailed in the cutlery of Northampton ever since.

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#### **PAINTERS' STRIKE — MALDEN.**

Early in May a movement was inaugurated in the painting industry in Malden, for the purpose of establishing the 8-hour day at \$2.50 a day. Owing to the backward season, the workmen devoted their energies to strengthening their organization, and deferred presenting their demand until the weather should clear up.

On the 20th about 200 painters employed in Malden and the vicinity struck to enforce their demand. Some of the employers conceded the demand without delay, but the majority of them refused, in the hope of getting plenty of men to work for the old rates, — \$2 and \$2.25 for the 10-hour day.



On May 23 notice was received that the parties to the controversy had appointed committees to meet in the rooms of the Board on the 24th, for the purpose of discussing a settlement. On the day appointed, 2 employers, representing 18 of the leading master painters of Malden, and 3 journeymen, representing the workmen involved, appeared before the Board and discussed the difficulty. An agreement was not reached, for the reason that the employers' committee did not see its way to accepting the men's demand that the new rate and the short day go into effect forthwith, but it agreed to report to the Master Painters' Association, and urge its acceptance. The masters' committee said that, while the 8-hour day and the prices were satisfactory, they were not authorized to agree to any change that should go into effect prior to July 1.

The question of compensation for second-rate workmen they claimed should be left to the discretion of employers. At the end of the conference the following proposition was formulated, to express the stage to which negotiations had reached: The following shall be the wages paid the painters in Malden after June 1, 1901, — \$2.50 per day of 8 hours, for competent workmen. The real issue was now upon the date, whether June 1 or July 1, and the committees agreed to report to their respective sides for further consideration. The strike was declared off, and the men went to work pending negotiations.

On June 3 both parties informed the Board in writing that the two committees had met again to settle the question of dates, but had disagreed. On this day also the newspapers reported that the strike had been renewed. The Board thereupon went to Malden and brought the parties together in a conference which was protracted into the



evening. The masters contended that, owing to the recent rains, their work had been delayed, and it would be impossible for them to finish existing contracts until late in the season; that, in conceding the better price and the shorter day to go into effect on July 1, they were sure to suffer financially; and they did not see their way clear to make any greater concession. The men argued that other employers in other places, having contracts for the season and subject to the same climate, had already conceded the terms. An agreement, however, was reached and duly signed by both parties, as follows:—

MALDEN, June 3.

The master painters of Malden and their journeymen, represented by local Union No. 346 of the Brotherhood of Painters, Decorators and Paper Hangers of America, hereby agree that on and after June 15, 1901, the wages for competent painters in Malden shall be \$2.50 for a day of 8 hours. None but union men shall be employed, except in the case of present employees or newly hired men in each case a week's time shall be allowed for such men to join the union. Newly hired men to be given one week to join the union from the date of hiring. Competent men to be given the preference over incompetent men.

On the following day the men returned to work, and the difficulty was at an end.

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#### JOHN P. SQUIRE COMPANY—CAMBRIDGE.

In March the coopers employed by the John P. Squire Company demanded an increase in the week's wages from \$12 to \$13, and over-time work to be calculated at the rate of time and one-half. This demand was subsequently changed to a demand for \$14, regardless of over-time. This was refused.

On May 24, 16 coopers went out on a strike, and a sym-

pathetic strike of teamsters, engineers and others was threatened. The company said, in response to the Board's inquiries, that the coopers' strike in no way embarrassed it, since barrels could be bought as cheaply as they could be made, and that the matter was of no consequence.

On June 3 a committee of the coopers called upon the Board, and requested that the Board communicate with the employer, with a view to arranging a settlement. The committee, on being informed of the company's view of the matter, replied that repairs always required the help of coopers, and there were certain kinds of cooperage, specially adapted to the business, that could not be bought. The Board thereupon communicated with the treasurer, and was informed that he had made some effort to get his executive board together to consider the matter, and had so far failed, but he would make another endeavor on the following day, and give some answer. This was conveyed to the coopers' committee, who expressed their satisfaction, and said they would call the following day. On the following day the company said in response to inquiry that after a full meeting of the board of directors they saw no reason to confer with the strikers with a view to a settlement; that they had already secured enough help at the old rates, and that, owing to a change in the prices which economized labor, there was no necessity for any more men than what they already had. This information was promptly conveyed to the committee. A boycott was inaugurated and a long industrial war was waged; after several further efforts to bring about a conference, the matter was apparently dropped from public notice until January 17 of the present year, when it was reported that an adjustment had been reached on the basis of \$14 a week, and a recognition of the union.

**HEBREW BAKERS — BOSTON.**

On May 24, 79 bakers employed in 16 bake shops struck, to resist a requirement of what they deemed excessive hours of labor, and demanded that the maximum day should be 12 hours. All the parties to the difficulty were Hebrews, and their ritual was involved in the consideration of the difficulty. On the 27th there was a conference between the two parties which was without practical result, whereupon the Board offered its mediation, which was accepted by both parties. Before appointing a time for the conference it was ascertained that arrangements had been made for a meeting in the presence of Rabbi Freidman on the 28th, and the Board awaited the outcome of that meeting. The conference in the presence of the Rabbi resulted in a settlement whereby 12 hours was established as the maximum day's work, with extra pay for over-time. The case was settled, and the men returned to work.

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**BOSTON ICE COMPANY.**

On the last day of May all the drivers and assistants employed by the Boston Ice Company in the South Boston division struck, to resist supervision by inspectors and to obtain higher wages.

The Board's services as intermediary were promptly accepted by the employer, and after some hesitation the workmen agreed to send a committee to confer with the company in the presence of the Board.

A conference was arranged for that evening, at the Essex House. It appeared that ice was sold at different rates, according to the quantity bought by the consumer, and that gratuities for good service, etc., were received by the drivers

or their assistants, and that for such reasons it was difficult to ascertain the amount of money received in the course of the day by the driver, — at least, such amount as should be accounted for. Inspectors had been sent from time to time over the routes, with a view to assisting the company in estimating their value. The company disclaimed any accusation of dishonesty, and sought only to understand, as far as might be, the details of its own business. That point was waived, however, by the employer, pending further proceedings before the Board, and also the question of wages. Other points then raised were, that before returning to work there should be an assurance that the company would not punish anybody by reason of his participation in the strike; that pay should be given for the day of the strike; and that the rule requiring an invariable, minimum amount of cash for every ton of ice delivered should be abolished. The president of the company assured them that no discrimination whatever should be used against returning strikers, and that they should be paid for the day lost. Concerning the alleged rule requiring a minimum rate per ton, he knew that it had once been in vogue, but did not know that it still existed. The company desired all that was coming to it, but no more; and, at any rate, he would investigate, and do what was right upon this point. On these several points the workmen expressed their satisfaction. No controversy remained, and yet, when the foregoing points were about to be reduced to writing, notwithstanding the fact that the workmen's committee had full power to settle, they preferred to report back for further instructions from their organization, and the conference adjourned without satisfactory result. One hour later, however, the committee expressed a desire to sign the agreement; but it was then after midnight, and the representatives of the ice company could not be reached.



The drivers' association, wavering between opposite extremes, finally rejected the concessions of the company, and inaugurated an attempt to induce sympathetic strikes in other departments.

Report of a threatened strike in the Jamaica Plain division led the Board to investigate in that quarter, and it was found that there was considerable apprehension and a good deal of uneasiness, but no definite action had as yet been taken. Failing to induce the other divisions to join with them, the strikers in the South Boston division on June 3 declared the strike off, pending deliberations before the Board, and began to return to work. On June 5 an application was received from the president of the company, presenting an issue which involved but one point, — that relating to the inspectors. The men objected that he did not include all the points conceded temporarily at the Essex House conference; but the employer stated that, those offers not having been accepted, he was no longer bound by them, and would not include any other question in the reference to the Board. The employee signed the application, on condition that the pay of helpers was considered. There was plainly nothing that the Board could pass judgment upon, the parties not yet having agreed upon an issue. By this time the men were all at work, the "spotter system," as the inspection of ice routes was termed, was now abolished. They were content with their pay, and were not disposed to renew the strike unless the grievances occurred again. The temporary concessions insensibly grew to be permanent, and nothing subsequently occurred to break the harmony of the relations.

Having heard that the ice men of the Jamaica Plain division had appointed a strike committee, investigation was renewed in that quarter, and it was learned that they had

nothing to submit to arbitration, but were merely ready in case they should be wanted to act quickly. They said they did not anticipate trouble anywhere; that the knowledge that the difficulty was before the State Board of Arbitration was assurance enough to them that it would be settled satisfactorily.

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#### PAPER MILLS—HOLYOKE.

On May 1 the stationary firemen of Holyoke made the following demand on the paper manufacturers of Holyoke. The demand was granted by the Whiting Paper Company, while the American Writing Paper Company expressed a willingness to grant the demands if the other manufacturers would do so.

On May 20 there began to be apprehension of a strike on June 1. Toward the end of May the American Writing Paper Company made the following reply to the circular of the firemen. On June 3 the following letter was received by the Board:—

JUNE 1, 1901.

GENTLEMEN:—The stationary firemen employed in the various mills in the city have made demand for an 8-hour day and a minimum wage of \$2. The bulk of the manufacturers of the city have refused to concede this demand, and the firemen have voted to go out this afternoon at 3 o'clock. The paper makers' union has voted also to go out this afternoon unless the demand of the firemen is complied with. It looks as if all but two or three of the paper mills of the city would be tied up with the strike on Monday morning. I would therefore request that your Board go to Holyoke at your earliest convenience, to see if any settlement can be made.

The Whiting Paper Company has conceded the demands of the firemen, so there will be no trouble there.

Very truly yours,

ARTHUR B. CHAPIN, *Mayor*.



On June 1, at 3 o'clock in the afternoon, being Saturday, the strike occurred; but the paper makers did not strike solely through sympathy, — they also alleged grievances, as are set forth in the following letter, addressed to the manufacturers : —

HOLYOKE, MASS., May 31, 1901.

GENTLEMEN : — At a meeting of local Eagle Lodge No. 1, United Brotherhood of Paper Makers of America, held on the 25th inst., it was unanimously voted to submit to you the following requests, which we sincerely hope you will see your way clear to grant, to take effect on the eighth day of July, A.D. 1901 : —

1. That 64 hours shall constitute a week's work for all tour workers in your employ, beginning at 7 o'clock Monday morning and ending at 4 o'clock in the afternoon of the following Saturday, for which said tour workers shall receive a full week's wages.

2. That your mills shall cease to be in operation for manufacturing purposes from 4 o'clock in the afternoon of Saturday until 7 o'clock in the morning of the following Monday; and that between said hours no work of any kind, nature or description shall be done in any mill by said tour workers.

3. That 9 hours' work shall constitute a work day for all other day employees, except that on Saturday 8 hours' work shall constitute a work day, for which said employees shall receive a full week's wages.

4. That all employees who receive less than \$2 per day as wages shall be granted an increase of 20 per cent. of the present wages paid to each and every such employee.

These requests are the result of careful and deliberate action, in which due consideration has been given to the rights and interests of your company.

In the event that we receive no official reply to this communication on or before June 8 next, we shall consider that the requests herein contained have been granted.

Given under seal of Eagle Lodge No. 1, United Brotherhood of Paper Makers of America, by its grievance committee hereunto duly authorized.

P. S. — Address all communications to Eagle Lodge No. 1, United States Brotherhood of Paper Makers of America, Lock Box 672, Holyoke, Mass.

A reply to this communication was expected on June 8, but the firemen's strike precipitated the paper makers' strike earlier.

The Board went to Holyoke and had several interviews with the various parties. It was learned that 25 mills were involved, 17 belonging to the trust. The strikers were about 3,000 in number, principally the firemen and their sympathizers, the paper makers. Finally, through the efforts of the Board, a conference was had at Hotel Hamilton between the committees representing the firemen's union and the paper makers on the one hand, and the paper manufacturers of Holyoke on the other, in the presence of the Board; and, as a result, it was agreed by both parties to maintain friendly relations until such time as should be agreed upon later, say June 15, when it was expected that the manufacturers would be in a position to present to the representative committees a scheme for settling the difficulties. It was understood, moreover, that on invitation or notice from the manufacturers conferences might be held on such details as might arise during the deliberations, pending the final conference, at which it was hoped that the whole question affecting their future relations would be finally settled.

On June 14 the mayor of Holyoke informed the Board that everything was going satisfactorily between the parties. During the pendency of the negotiations the strikers returned to work, and, though the controversy broke out two or three times later in the summer, there was no recurrence of strikes, and toward autumn the parties had established their understanding.

**IVER JOHNSON'S ARMS AND CYCLE WORKS — FITCHBURG.**

A strike occurred on June 13 to enforce a desire for the 9-hour day in the Iver Johnson's Arms and Cycle Works at Fitchburg, involving members of the metal polishers, buffers, platers and brass workers' union. The factory shut down immediately, and did not re-open until the autumn. About 63 men were out of work. The mediation of the Board was offered to the employer soon after the difficulty occurred, but without response, and was renewed several times within the month; until at last a letter was received on July 15, saying that it would be useless for the Board to go to Fitchburg, repairs having just begun which would occupy at least several weeks. Nothing further was heard of the difficulty.

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**THOMAS A. KELLEY & CO. — LYNN.**

Eighteen stakers went out on strike on June 10 from the factory of Thomas A. Kelley & Co., Lynn, to emphasize their objection to the foreman, and subsequently 40 glazers quit work as an expression of their sympathy with the strikers. Seventy-five others were idle in consequence, at an estimated wage loss of \$200 a day. The obnoxious foreman resigned his employment on being required to teach apprentices. On June 21 the Board interposed with an offer of mediation. The strikers said that the only objection to working in Kelley's factory had been removed, now that the foreman had taken himself out of the way, and they were ready for an understanding with their employer about returning to work. On the 24th the Board had an interview with the employer, and the following understand-

ing was arrived at: that the new foreman should have authority to hire and discharge, and, if the strikers would furnish the foreman with the names of all who wished to return to work on the morrow, there would be stock enough ready for them, and that the glazers could get to work later, when the manufacture had sufficiently advanced for them to begin.

This arrangement was made known to the strikers and was satisfactory to them, and soon all hands returned to work.

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#### UNITED SHOE MACHINERY COMPANY — BOSTON.

On May 20, the date of the machinists' strike, the machinists employed in the Goodyear shop of the United Shoe Machinery Company of Boston, to the number of 300, struck.

At the request of the employees' representative, the Board interviewed the officers of the company on June 24, and learned that the disarrangement of system brought about by the general machinists' strike had been partially overcome by a reorganization of the shop; the new system, however, was not such as gave promise of re-employing any considerable number of the old hands; there was always likely to be a vacancy somewhere, but it was only in such cases as in the event of increase in the number of workmen required that any further number of the old hands could be reinstated.

The employees were informed of the company's attitude, and were recommended to confer with the officers of the company, with a view to some understanding whereby the old hands, or at least some of them, might return to work.

The employer received them in an amicable way, but said that, under the circumstances, he could not re-employ a large number. Nothing further was learned of the difficulty.



**QUINCY MARKET COLD STORAGE COMPANY —  
BOSTON.**

A strike of firemen employed by the Quincy Market Cold Storage Company, Boston, occurred on June 24. The men complained that they were required to work 12 hours a day for \$15.75 a week, while firemen employed elsewhere received a minimum wage of \$16 a week for 8 hours daily labor; that their spokesman had been discharged by the engineer in charge, on making request for a change to 8 hours.

The Board interposed, and offered its mediation to both parties. The employees said in reply that they would respond to any invitations of the Board to confer with the employer with a view to settlement. The company declined; said there was nothing to confer upon; that they considered the strike a discharge; that the men had discharged themselves, and their places were now filled. This was reported to the workmen in question, and they expressed their satisfaction with the Board's efforts. It was subsequently learned that the new hands employed in firing were working on 8-hour shifts.

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**COAL DEALERS — BROCKTON.**

The coal dealers of Brockton appeared before the Board on June 25, and conferred with a committee representing the coal handlers in their employ, upon the question of their demand for the 8-hour day at \$2. The conference was adjourned until the following day, when a settlement was reached, through the mediation of the Board.



**CARPENTERS' STRIKE—BOSTON AND VICINITY.**

About the middle of June the Carpenters' Council, representing the carpenters' unions of Boston and vicinity, issued a demand for the 8-hour work day, to go into effect on the 1st of July. The unions involved were members of the United Brotherhood of Carpenters and Joiners of America. The Amalgamated Society of Carpenters and Joiners, having a central office in England and several branches in the vicinity of Boston, joined in the movement, but insisted on an increase of wages as well as on a reduction of the working time from 9 to 8 hours. This complicated the difficulty.

Before the time set for the strike, several of the employers conceded the demand for 8 hours a day, without reduction of pay, and more than 1,000 carpenters continued on at work. It is said that there were 5,000 others involved in the district covered by the unions.

When the strike was declared, several of the employers complained that they did not know precisely what the demand was, — whether it involved an increase of pay as well as a reduction in hours, or not. The two sections of the workmen thereupon agreed that the wage question should be postponed to the 8-hour day.

On July 1, the day of the strike, a committee of carpenters reported to the Board that they had applied to the carpenters and builders for a conference, which had not yet been conceded. The Board advised them to continue their effort for a conference, and in case of failure to report again, saying that the Board was always ready to mediate when negotiations flagged.

On the same day, July 1, some members of the amalgamated society passed the following resolution : —

*Whereas*, we, the carpenters of Boston and vicinity, in consideration of our present situation, hearing complaints that the master carpenters and builders, having complained that they have no definite knowledge of what they are requested to comply with, therefore be it

*Resolved*, that we here assembled do authorize the committee having jurisdiction to inform said carpenters and builders that 8 hours shall constitute a day's work, with a minimum rate of wages of \$2.70 a day.

*Whereas*, the committee appointed from the United Carpenters' Council to communicate with the Master Carpenters Association with reference to trade movements, said master carpenters having refused to comply with said request, therefore be it

*Resolved*, that this body again request the Master Carpenters Association, through its secretary, that this conference be granted.

On July 5 the American Brotherhood and the English Society met by committee to consider the question of a minimum rate of wages. The society had made a demand for 35 cents an hour, which they afterwards changed to \$2.70 per day of 8 hours. At this meeting between the two organizations it was decided to fix the minimum rate at \$2.50, with the understanding that in no instance should men then receiving more than that amount be reduced. The employers offered no organized resistance. Every day saw concessions of the demands in one place or another, until on the sixth day of the strike it was reported that there was no longer any controversy.

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#### P. O'RIORDEN & SONS — BOSTON.

On July 9, 30 men employed as drivers by P. O'Riorden & Sons of Boston struck, with a view to having their pay increased from \$10 to \$11 a week, \$11 being at the time the minimum weekly wages of all other union coal teamsters in

the city and vicinity. The 30 men in question worked exclusively for Messrs. Curran & Burton of Boston, under a contract existing between P. O'Riorden & Sons and the wholesale coal dealers.

The Board called upon Messrs. Curran & Burton, with a view of bringing about a conference between Messrs. P. O'Riorden & Sons and their employees. Messrs. Curran & Burton said that they must have their coal delivered, and that if P. O'Riorden and Sons couldn't do so, they would have to give their contract to somebody who could. P. O'Riorden & Sons at first refused to pay the rates demanded, but after some interviews with Messrs. Curran & Burton they finally concluded to accede to the demand; and a settlement was arrived at on July 11, when all hands returned to work.

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#### **P. O'RIORDEN & SONS—BOSTON.**

The foregoing strike of coal drivers had extended, by reason of a similar demand, to 165 other employees of P. O'Riorden & Sons, engaged in driving teams transporting sand and gravel. One hundred and ninety-one drivers were said to be out of employment. Interviews were had with the employer, but he refused to confer on the subject of a settlement, saying that, whatever he might or might not pay to the coal drivers, the others were already receiving all they were worth. Business was at a standstill for a few days, when negotiations were begun with the coal drivers that resulted in a settlement satisfactory to both unions, and all hands returned to work at the same time.

**HOLYOKE STREET RAILWAY AND MOUNTAIN PARK  
— HOLYOKE.**

Certain trades unions of Holyoke, being of the opinion that the Holyoke Street Railway was opposed to organized labor, blamed the management for a failure to organize the street railway employees. Again having failed to induce the firemen of that company to join the union, they applied to the president to discharge the firemen, and on his refusal to do so declared the company "unfair to organized labor," on June 23. It was said that this act affected 10,000 persons.

Mountain Park, having a theatre or casino on Mount Tom, to which the railway company carried passengers, came under the ban. Painters, scene shifters, stage hands and others quit work or were ordered off.

The people who patronized the Holyoke Street Railway or resorted to Mountain Park for entertainment were ostracized. . This attitude was maintained for nearly two months.

By July 15 it was said that there was an appreciable diminution of travel. Arbitration of one kind or another had been suggested; but the president of the railway company declined to entertain any proposition to refer the dispute to the judgment of any body.

The Board communicated with the mayor, with whom it had co-operated on several previous occasions, and learned, in response to inquiry, that there was nothing in the situation that afforded any promise of successful mediation.

On August 11, however, the boycott was suddenly removed by the Central Labor Union of Holyoke, which gave as a reason for its action the existence of the great steel strike which was being waged in other parts of the country.

**STONE WORKERS' STRIKE — BOSTON.**

On July 15, 100 men, employed in the stone yards of Boston and vicinity 10 hours daily, went out on strike to enforce a demand for a 9-hour day.

Notice was immediately sent to the Board, and the Board offered its services for the purpose of arranging a settlement.

On the 16th and 17th information was received that a settlement had been effected, to date from August 1, 1901; this applied only to a few shops, however.

At a conference on the 18th, at the rooms of the Board, the Connecticut Steam Stone Company of Cambridge was the only employer that responded to the invitation. The conference was without tangible results. The employers were willing to grant the 9-hour day, but they did not care to have it go into effect immediately; they offered to have the change date from November 1. This was rejected by the workmen, and withdrawn by the employers immediately afterwards.

After further mediation the offer was renewed and promptly accepted, and on July 22 it was reported that all the strikers had returned to work under the 9-hour day agreement, with the reduction of one hour's daily wage until November 1, at which date they were to receive the full day's pay for 9 hours. This, however, applied to skilled men only.

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**TRIMOUNT MANUFACTURING COMPANY — BOSTON.**

On July 10, a strike of 27 milling-machine hands occurred; and the Board promptly offered its services, in case negotiations then pending should fail.

It was learned that a general strike of allied metal workers



had been ordered to take place upon the 16th. The cause of the difficulty was that an employee who had been assigned to work that appeared to involve promotion, and had subsequently been put back into his former place, refused the position that he now considered too mean for one of his ability, and was thereupon discharged.

On the advice of the Board, on July 16 a conference was had between the parties in interest, and, as a result, the strikers returned to work on the following day.

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#### CHICK BROTHERS — HAVERHILL.

A strike of 72 turn workmen and lasters, for higher wages, occurred on July 16. The Board communicated with the employer, who said that he was taking stock, and should not require the services of the Board before August 1.

The demand was for an increase of wages, but resulted in failure, some returning to work at the old rates, and some new hands being hired in.

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#### AMERICAN TOOL AND MACHINE COMPANY — HYDE PARK.

The American Tool and Machine Company of Hyde Park, a member of the National Metal Trades Association, which had agreed with the International Association of Machinists for a 9-hour day, received early in June a letter from their employees, requesting an increase in wages amounting to 12½ per cent., and that an answer be given on June 11, at 10 o'clock. At 9.30 in the forenoon of that day, in accordance with a notice in the Hyde Park factory, the works were to shut down until 1 o'clock, when all who desired to return

under the old conditions might do so on personal application. The men went out at 9 o'clock on strike. Employees in the Boston shop of the same company quit work at the same time. About 200 workmen were involved, including machinists, millwrights, pattern makers, apprentices and blacksmiths.

After a couple of weeks a committee of men called and notified the Board and requested a conference with the employer, with a view to a settlement. Arrangements were thereupon made for a conference on the 29th, the employer's consent having been obtained, and invitations were issued to the parties.

On the 29th the workmen appeared, but the employer did not, for the following reasons, as stated in a letter to the Board, substantially: that, the strikers' places having been filled by desirable men, the employer would under no circumstances consent to displace them; that many of the strikers had been re-engaged to work in their former positions; that the labor difficulty had been the occasion of the company's refusing orders; that it had delayed work on old contracts, many of which had been cancelled or postponed to the next season; and that fewer men, therefore, were needed to operate the works. The letter further stated that some of the former employees had legal proceedings pending against them for unlawful acts, others had entailed heavy expenses and losses on the employer by their interference with the conduct of the business, while others had been promoters of dissatisfaction; it was deemed best not to re-employ such men.

Nothing further was heard in the case.

**PEVEAR & CO.—LYNN.**

On July 22, 18 Armenians employed in the morocco factory of Pevear & Co. at Lynn struck, to enforce a demand for an increase of \$1 a week for seasoning skins. The wages paid were \$7. Twenty-eight dozen a day was considered a fair product for one man. Pickets were posted. The Board interposed, and learned that the firm had a large amount of work from the hands of the seasoners ahead of the glazers, and, as glazers were hard to find, the stock had accumulated at this stage of the process. The strike had enabled the employer to diminish the pile, and on the 27th he sent for the men with a view to inducing them to return to work, which they refused to do. Eight, however, returned on the 29th, and the firm believed that the others would be at work on the following day. The attitude of those who remained out could not be ascertained. The employer said that the wages were low for the reason that the work did not require skill, and that he was paying as much as his competitors.

Later on the same day it was learned that the workmen in question had declared the strike practically at an end.

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**STAFFORD & SON—LAWRENCE.**

Twenty-eight boiler makers employed at the Merrimack Iron Works in Lawrence struck for a 9-hour day with 10 hours' pay.

The Board visited Lawrence and brought about a conference of parties, which was adjourned to the following day, with some hope of an adjustment of the difficulty, the parties promising to notify the Board of the result.

On the following day, in pursuance of the Board's advice,

a settlement was reached whereby the 9-hour day was granted, the compensation from that day to September 1 being at the rate of 9½ hours, and thereafter to be at the rate of 10 hours.

On July 31 the men returned to work.

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#### **E. McCABE — LAWRENCE.**

There was a strike of 15 boiler makers in the Lawrence Boiler Works on July 20, 1901.

The Board mediated on the 30th, but found the parties inflexible, the men demanding the 9-hour day at the old 10 hour pay, the employer determined to run a non-union shop and make no concession.

No news of a settlement has ever reached the Board, but it is reported that the places of the strikers were filled with non-union men. On April 1 of the current year the employer voluntarily reduced the hours to 9 without diminishing the day's pay.

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#### **LIBRARY BUREAU — BOSTON.**

On July 29, 5 pressmen employed by the Library Bureau quit work because of the discharge of a man whom they regarded as a leader, on the eve of their demand for the abolition of piece work and the substitution of a weekly wage of \$13.

Responding to invitation, on the 31st the business agent appeared and said that the press room in question was the only one in Boston of that kind, obliging men to work under the piece system, and that the earnings were about \$12 per week; that no formal recognition of the union would be insisted upon, if suitable wages could be fixed. The employer stated that there was no difficulty that required a

conference, although he would cheerfully receive the men's agent at any time he chose to call.

On the 5th of August the agent of the employees reported that the management had declined to confer with him on a question of a settlement, and two weeks later he reported further interviews, but that the matter of wages was then in the hands of the board of directors.

Nothing further was heard of the case.

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#### **BEEF HANDLERS — BOSTON.**

The employees of the following companies engaged in the shipment of meats, Swift Brothers & Co., Cudahy Packing Company, Armour & Co., Nelson Morris & Co. and G. H. Hammond Company, objecting to working with non-union employees, threatened, on July 28, to strike on the 1st of August.

The parties were immediately interviewed, and the mediation of the Board, with suitable advice, was offered.

Some of the employers did not anticipate any trouble; were willing to confer, if need be, on questions of earnings and conditions under which work should be performed; but they declined to participate in any movement of the union to compel membership therein.

The employees accepted the advice of the Board, and postponed the strike indefinitely.

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#### **ARMOUR & CO. — BOSTON.**

The Meat Handlers Protective Union ordered a strike of the employees, to take place on September 3, because of the alleged preference of Armour & Co. for non-union meat handlers.



Several attempts were made to bring parties together in conference before the day appointed.

On September 3, word was received from the employer to the effect that all had been settled. The strike was not officially declared off, but it was reported that the places of the men had been filled.

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#### **BEEF HANDLERS — BOSTON.**

Uneasiness of the men engaged in unloading beef from cars and loading ocean steamships gave rise to many rumors of a strike on September 15. A meeting, however, being held on that day, revealed the fact that sentiment was rather in favor of a committee to solicit from the employers an increase of pay, and that it would be time enough to indulge in strike talk after the employers had responded. Replies were expected from the following: Armour & Co., Cudahy Packing Company, Swift Brothers & Co., G. H. Hammond Company and Nelson Morris & Co. A committee was accordingly appointed to act with the president of the State branch of the American Federation of Labor.

The State Board opened up communication with the employers on the following day, and learned that as yet no demand had been received. A promise was given at the same time that the Board would be notified in case of difficulty growing out of such demand. On the 17th such a demand was made, and a strike ensued in consequence of the refusal of the firms to grant the request. The employers said, in response to inquiry, that they anticipated no difficulty whatever in unloading cars and loading vessels, for the reason that they could readily obtain all the help they needed of that kind.

One hundred and ten men were out of employment. On

October 23 the longshoremen, who, it had been stated, were expected to take the places of the strikers on occasion, voted to go on sympathetic strike on the following Monday, October 28. The longshoremen have five separate organizations, including about 3,000 men. Many of these were opposed to the action, for the reason that they deemed the meat handlers' demand excessive; and still others hoped that some sort of compromise might be effected. Individual sentiment was stronger than the union, and when the day arrived no strike occurred. The employers found no difficulty in obtaining longshoremen to unload cars and load steamships.

The strike was never officially declared off.

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#### **NEWBURYPORT SHOE COMPANY — NEWBURYPORT.**

Towards the latter part of July a representative of the Haverhill Shoe Council notified the Newburyport Shoe Company of a price-list which he desired to submit for consideration, and was informed in reply that, since the agent was an outsider, he would not treat with him.

On the 1st of August 38 hand sewers quit work, two-thirds of whom remained out on strike at last accounts.

The Board investigated on the 6th of August, with a view of bringing the parties together, if possible, to effect a settlement; and, having interviewed both sides, learned that the prices and earnings were very nearly satisfactory to the men, and that their demand at that time was for recognition of the union, unionizing the shop, and double prices for sample work.

The employer said to the Board that he would discuss the difficulty with a committee of his former employees, but not with the agent of the Haverhill Shoe Council. The agent,

on being informed of the employer's attitude, said that the proposition that he should meet a committee of his former employees could not be entertained; that he had no doubt of his ability to satisfy him, if he would grant the interview; and, furthermore, he would promise not to interfere in any other department of the factory for one year. The treasurer and manager of the company, however, firmly refused to entertain the latter proposition.

A conference was impossible under the circumstances, but the Board advised both parties to give notice of any change that might occur in the situation, and promised to render whatever assistance might be in its power.

On August 9 the employer reported that some of the old hands had returned to work, and on the 15th he further reported that there were 12 men now in the places of the 38 strikers, and that with machines he expected to be able to do the work with a smaller number of men.

Nothing further was heard of the case.

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#### **L. A. CROSSETT — ABINGTON.**

On the twenty-seventh day of August 150 shoe workers went out on strike in the factory of L. A. Crossett, to enforce a demand for a 9-hour day, without reduction of pay.

Mr. Crossett had been absent in Europe, and not yet returned.

The Board went to Abington on the 29th, and learned that the employer had just returned. He claimed he had not had sufficient time to consider how it might affect him, or to inquire what his competitors were paying; but, in case he should grant it, it could not go into effect before September 1, and he was determined to close the factory until that

date. On reporting this attitude to the employees, their committee admitted that the strike was too hasty. Advice was given that they appoint a committee to confer with Mr. Crossett at the earliest opportunity. On the 3d the employer advised the Board by telephone of the employees returning to work at the rate of 9 hours a day, without reduction of pay.

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**WALKER & PRATT MANUFACTURING COMPANY —  
BOSTON.**

On September 18, 1899, an agreement was made between the sheet metal workers and the stove furnace dealers of Boston. Articles 8 and 9 directed how grievances might be remedied or claims satisfied; Article 10 forbade strikes, lockouts and general shut-downs, until articles 8 and 9 had been complied with; and Article 13 set forth the mode of terminating the agreement.

After the lapse of eleven months, the secretary of the Sheet Metal Workers' Union sent to the Employers' Association the following message: —

I am instructed by the Sheet Metal Workers' Union No. 17 to inform you that we consider the agreement drawn up by both sides is still in force, and we propose to live up to our agreement, and expect your association will do the same.

In March of 1901 a demand in writing for a minimum wage of \$2.75 a day, and double time for all over-time, Sundays and holidays, to go into effect on the first Monday in June for two years. This demand, in the form of a trade agreement, with blank places for stating such other points as might relate to particular shops, was sent to the employers. In the course of the season 31 firms are said to have acceded to the demand. Not receiving the attention that



the men felt it was entitled to, the following letter was sent by the Amalgamated Sheet Metal Workers' International Union to the Boston Stove and Furnace Dealers' Association on May 1, 1901: —

Mr. HASSON, *Secretary*.

DEAR SIR: — At our last regular meeting the report of the conference committee was considered, and an order was unanimously passed that we declare null and void the agreement entered into by this union and the Boston Stove Dealers' Association, as being of no practical value to either party.

Respectfully yours,

GEORGE R. HENDERSON, *Recording Secretary*.

On August 28 a strike of 31 tin and sheet metal workers employed in the shops of the Walker & Pratt Manufacturing Company occurred. They struck to enforce the demand. The treasurer of the company called and gave notice of the strike, and requested the services of the Board in persuading the men to live up to their agreement. A conference was forthwith had between Mr. Walker and the representatives of the workmen. The men admitted that they had not literally followed the mode prescribed for notifying the employer of their grievances, nor the mode prescribed for terminating the agreement, but claimed that they had done all that was equivalent; that no reasonable employer could have the slightest doubt that they had a grievance that should at least be considered, and that the employer had exhausted their patience by ignoring communications; he could not complain if the men ignored the stipulations of a worn-out agreement; that this was not a hasty action upon their part, — that they had these sentiments as far back as last May.

It was further alleged that the strike in Walker & Pratt's



shop, since it included some non-union men and had not been directed by the union, was not at the outset a union affair. They maintained that they could not be held by an agreement that had grown obsolete. The employer argued that it was to run indefinitely until terminated in the manner specified, or superseded by another; that it had never been superseded, and never been regularly terminated. He thereupon made a request that the Board pass upon the question as to whether the men were still bound by the agreement of September 17. On August 30 the following reply was sent: —

STATE BOARD OF ARBITRATION AND CONCILIATION,  
BOSTON, August 30, 1901.

*Walker & Pratt Manufacturing Company, 31 and 35 Union Street,  
Boston.*

GENTLEMEN: — In reply to your request for an opinion as to whether the agreement of September 18, 1899, entered into between the Boston Stove and Furnace Dealers' Association and local Union No. 17 of the Amalgamated Sheet Metal Workers' International Association, is still in force, after careful inquiry and due deliberation, this Board is of the opinion that the agreement is still in force.

By the Board,

BERNARD F. SUPPLE, *Clerk.*

The case assumed another phase, treated elsewhere.

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#### STANDISH WORSTED COMPANY — PLYMOUTH.

On Friday, August 30, 60 weavers quit work because of their objection to a deduction of .3 of a cent in changing from 4-shuttle to 3-shuttle work.

On September 3 the employer said, in reply to the Board's offer of services, that matters looked as though they would be settled on the following day. On September 6 it was

learned, however, that all the departments of the mill were idle except one.

The Board went to Plymouth, and after separate interviews arranged a conference on September 9. It appeared that there was a written agreement, in which 4-shuttle work was taken for a standard, and .3 of a cent per yard were added; no provision had been made for 3-shuttle work, and when the employer went on to 3-shuttle weaving, the employer deemed it fair to deduct .3 of a cent a yard from the price of 4-shuttle work. The weavers, however, objected, saying that the price of 4-shuttle work was a minimum.

The president of the company had requested the weavers to return, and leave the settlement of the whole matter to him, saying that he would do what was fair; but this the weavers did not see their way clear to accept. About 250 hands had been employed in the mill in all departments.

During the conference it further appeared that the employees set up another claim, namely, for an increase in the price of white work. This was disputed by the employer. Evidence was submitted that 3-shuttle work had been paid for at the price for 4-shuttle weaving, it being shown that as many as 15 weavers had so been paid.

The president of the company thereupon said that he had been misinformed all along, and that, such being the case, he would now concede the claim of the weavers. He thereupon proposed that the list be signed without the desired increase in the price of white work; but the committee preferred to let the whole matter come before the weavers' meeting, which was about to reassemble. After the meeting the Board was informed that the committee had been invested with full power to conclude a settlement. The demand for an increase of 5 per cent. upon all earnings had been pressed at the meeting; but the State Board and the

committee were of the opinion that it would not be conceded, and, furthermore, that the president's concession regarding the number of shuttles ought to end the strike. After the Board's departure a settlement was reached, and the next day letters expressing gratification and announcing the settlement were received from both parties.

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#### LYNN THEATRE — LYNN.

A dispute having arisen between the Lynn Theatre and the stage hands over a list of prices which had been presented by the business agent of the union, but refused on the ground that they were higher than prices paid in other places, the management called upon the Board early in September, and, after stating the case as he viewed it, was advised to seek a conference with the employees' committee in the presence of the Board, with a view to a settlement. The advice was accepted, but nothing further was heard of the case until nearly three weeks had elapsed, when the employer announced his intention of referring the matter to the judgment of this Board. He was advised to seek a still further conference, but he thought it almost useless, saying that he had made concessions which were not accepted, and that the union were determined to have the full demand, or nothing. The conference was had, however, and on the 26th the employer reported that the difficulty had been satisfactorily settled.

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#### EXPRESSMEN'S STRIKE — BOSTON.

On the 25th of September notice was received from John F. O'Sullivan, general organizer of the American Federation of Labor, to the effect that a strike had occurred on the part

of the drivers for express companies doing business in Boston. Both parties were thereupon visited, and efforts of help in bringing about negotiations between the companies and the strike committee were made. It appeared that about 150 were involved, and that the strike was caused by the discharge of 8 men in the employ of the New York & Boston Despatch Express Company and of 1 by Earle & Prew; and the strikers believed that it was because of their membership in the union recently organized under the name of Team Drivers and Handlers, No. 207. The purpose of the strike was to compel the reinstatement of the discharged men.

After several interviews by the Board with each of the parties, the employer made a proposition that all might return to their former places forthwith, with the exception of 4 who had been discharged from the New York & Boston Despatch Company's employ and 1 from Earle & Prew. The number 4 was reduced to 3 by one of the strikers taking himself out of the controversy for the purpose of facilitating an agreement concerning the discharged men who were to be received back on application. Their cases would have to be investigated by the management, and any injustice that might have been done would be righted.

The Board reported this offer to the strikers, and accordingly on the following day the strikers were so informed, and accepted the offer as a suitable basis for a settlement. A conference on the 26th was thereupon arranged, and a settlement, it was thought, was arrived at, when it was discovered that for some reason there was a misunderstanding as to the disposition to be made of the 3 other men against whom the company felt itself aggrieved. The employer insisted that the 3 men exempted from investigation by the



terms of this agreement could not be taken back except as the result of investigation, since they had been discharged for sufficient reasons, to the best of his knowledge. This determination on the part of the employer was a great disappointment to all the others concerned. The Board, however, undertook to persuade the employees to find some peaceful way of handling this phase of the difficulty; the committee considered the matter in the presence of the Board, and after considerable deliberation finally rejected the proposition which had upset the agreement.

Mr. Taft was so notified, and a further interview had with him, in the hope of reaching some settlement. The case lingered on till the 30th, every day made the breach wider, and all the hard feelings of industrial strife were accumulating on both sides. The question of a sympathetic strike involving all the transportation industries of Boston and vicinity began to weigh with heavy responsibility upon the minds of prominent officials, and grave apprehensions permeated all classes who were in any way appraised of the difficulty.

The question of extending the strike was taken up by the allied trades and the Transportation Trades Council of Boston; on September 30 they sent a committee to see whether all lawful influences that might affect the manager of the New York & Boston Despatch Express Company had been employed, and to urge the fullest amount of attention to the difficulty until it might be adjusted.

The Board invited the co-operation of prominent business men of Boston to assist in averting a threatened sympathetic strike.

On the 1st of October the strikers' committee announced their intention to refer the matter to the arbitration of the



Board if the present negotiations should fail. The president of the Chamber of Commerce reported that the employer was now ready to refer the matter to the Board's judgment. Each party was thereupon informed of the other's attitude, and the same was made known to the mayor. An application for arbitration was filled out and signed by the committee, and all the strikers returned to work, with the exception of the 3 men whose standing was to be referred to the Board for decision, and the other 3 men whose grievances were to be investigated by the general manager of the express company. In this way all concerned believed that the expressmen's strike was practically ended, and that the threatened strike of 13,000 men had been averted. The employer's name had not yet been appended, but the employees had every confidence that it would be after word had been received from New York in sanction thereof.

On the 2d of October all hands returned to work except the two groups of 3 each whose cases were to be further investigated, when one Kelliher, employed by Earle & Prew, was directed by Mr. Prew of that company to cease working, and the claim made was that he was not loyal to the employer's interest, — not that he had ever done anything, but in saying that he would obey the union rather than his employer. The feeling which this act gave rise to was so great that all parties interested in maintaining peace greatly feared that the expressmen's strike would be renewed with greater intensity than before, and that this matter would have to be cleared up, if necessary, by a hearing and a decision on the part of the Board, before any further negotiations were possible. This was the opinion of Mr. Lincoln, president of the Chamber of Commerce. In this view of the case a hearing was given on the following day. The employees only,

with the president of the Chamber of Commerce, were present, and all efforts to find the employer in question were fruitless.

The difficulty grew more and more acute; the necessity for acting quickly in regard to the Kelliher difficulty increased with every moment. The employer could not be found. Men were idle. Fellow workmen fancied a blow had been struck at their union. The influence of labor leaders and all public-spirited men appeared to be well-nigh exhausted, and everybody looked to the Board to find some way out of the difficulty. At this stage Mr. Kelliher announced his withdrawal from the difficulty, having secured a better situation with one of the prominent merchants of Boston, and thus a second disaster was averted.

The sanction of the chief office having been received, the manager of the New York & Boston Despatch Express Company affixed his signature to the application of the employees and the question presented by the joint document relating to 3 of the men who had been discharged. In view of other engagements, October 15 was the earliest day at which a hearing could be had, and notices to that effect were issued on the 8th. Under the provisional settlement all parties appeared to be content, and peace was restored. At the appointed time the hearing was had, and, after a long discussion, adjourned to the 16th. On the 16th, however, a private settlement was reached, whereupon both parties appeared and notified the Board that there was no longer any controversy between them.

**WILLIAMS, CLARK & CO. — LYNN.**

The following decision was rendered on December 3 : —

*In the matter of the joint application of Williams, Clark & Co., shoe manufacturers of Lynn, and their employees in the cutting department.*

In this case the Board is asked to decide “As to which system shall be adopted: Whether the cutters shall be paid by the week at \$17, with no agreed upon stint or specified numbers of pairs of shoes to be cut per day, or by the piece system, and if by the piece system, how much per pair on the various kinds of work.”

After a hearing in the case, interviews with such manufacturers in the vicinity as either party proposed, and a further conference with the parties themselves, the Board recommends that the cutters in this factory be paid by the week at the rate of \$17, with a standard for a week's work to be arranged by agreement between the parties.

By the Board,

BERNARD F. SUPPLE, *Clerk.*

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**THOMAS A. KELLEY & CO. — LYNN.**

On the 28th of September, at 8 o'clock in the morning, 24 stakers left their work in the leather factory of Thomas A. Kelley & Co. because of the employment of a non-union staker. At 10 o'clock 46 glazers went out in sympathy with the stakers. On October 1, 23 employees in the beamster department also struck, in sympathy with the stakers. About 300 men were thrown out of employment

On October 2 a conference was brought about in the presence of the Board, which resulted in a written agreement, which was filed with the Board.

**THOMAS A. KELLEY & CO. — LYNN.**

On the 1st of November Thomas A. Kelley & Co., morocco manufacturers of Lynn, laid off some 20 men known as stakers, for the purpose of curtailing the product of that department, in order to complete the manufacture of such skins as they had treated. One week later they sent for 6 of the stakers, having work for that number, but not any would return unless all were taken back. In the meanwhile, 25 men in the glazing department were suspended for lack of work. On November 14 the employees in the beamster department, numbering 6 beamsters and 29 helpers who had returned to work under agreement No. 2, went out again on strike, in sympathy with stakers and glazers; two days later the business of the whole factory was suspended, 280 men being out of work.

On November 16 the Board interposed with an offer of mediation. Mr. Kelley said he had no knowledge why the men in the beamster department had left his employment, since he had no controversy whatever with them or with the stakers and glazers.

By this time difficulties arose in the morocco shops of A. B. Hoffman, the Weber Company, the Eastern Kid Company, and Pevear & Co.; and, the employers being willing to confer on the subject of settlements with a committee of employees, the parties were brought together in the rooms of the Lynn Board of Trade, whose assistance the Board had solicited.

On November 21 the discussion was limited to the Kelley factory, the others saying that they would accept for their shops such settlement as might be made in this case. After a full discussion a plan of settlement was committed to

writing and submitted to both sides for consideration, the workmen saying they would have to consider it at their meeting the following evening. The conference was resumed in the evening of the following day, and the workmen's committee moved an amendment to the plan of settlement by adding two clauses: first, that the present rate of wages for beamsters (\$12 a week) shall be paid for one year, or during the term of agreement; second, that, in hiring new men, preference shall be given to union men. The manufacturers did not accept the amendment, and the conference dissolved, subject to further call.

Subsequently the president of the Lynn Board of Trade made several attempts to bring about a settlement, but without success. At last, on January 24, 1902, a settlement was reached whereby the beamsters and stakers were to receive the same wages as before the difficulty; the bower glazers were to receive \$11 a week and side glazers to receive \$10.

On the 25th of January 30 returned to work, but immediately quit the factory and announced a strike, for various reasons, the principal of which seemed to be the presence of an objectionable foreman. There were some breaches of the peace that attracted the attention of the courts, and on the 28th the strike was declared off, and most of the employees returned to work. On the 29th, however, they all quit work to resist the employment of one Harry Brown, a Greek, who was said to be in poor standing with the union. This difficulty lingered until February 3, when a settlement was reached that has thus far proved satisfactory.



**A. B. HOFFMAN, WEBER LEATHER COMPANY,  
PEVEAR & CO.—LYNN.**

The difficulty in the morocco factory of Thomas A. Kelley & Co. at Lynn was coincident with a feeling of unrest in the other morocco factories, where strikes occurred in one department or another at short intervals. The conditions of work, the attitude of one party to the other in the different factories, and the specific grievances, varied to some extent.

On November 16, 15 stakers and glazers went out on strike in the morocco factory of A. B. Hoffman, as a result of a dispute concerning a change from weekly wage to piece-work prices. These strikers contended for an increase of \$1 a week. Mr. Hoffman stated that the glazers could earn more money under the piece system, and those who had worked for him under the piece system were well satisfied.

On November 13, 20 glazers, and on November 10 the stakers, in the employ of the Weber Leather Company quit work. The glazers had made a demand for an increase of \$1 a week, which had been conceded to some but not to all. The firm offered the glazers work on the piece system as an alternative, but it was declined. The stakers left work in sympathy.

On November 16 some of the glazers quit the employ of Pevear & Co., and went out on strike to resent the suspension of 10 glazers because of membership in the union. On the 21st, 14 other glazers quit work in sympathy with those who first went out. The firm's attitude was that it had plenty of machines running, and all the help needed; but the 10 men had been laid off because they were not needed

for a while, and it was immaterial whether or not a man belonged to one union or to several unions.

Mr. Kelley, of Thomas A. Kelley & Co., having expressed a desire to know why his beamsters had gone out, while they were under an agreement with him not to do so, as an expression of sympathy with stakers and glazers with whom he had had no controversy, a conference in the presence of the Board was suggested, for the purpose of considering the difficulty in his factory, and, if possible, in the above-named factories also. On the 18th of November all the parties to the difficulty were interviewed, and arrangements made with the Lynn Board of Trade for a conference at their chambers in the presence of the State Board on the 21st of November.

All the employers were represented. The workmen appeared by committee, and the difficulties in the beaming, glazing and staking departments of the Kelley factory were discussed, the other manufacturers saying they would accept for their shops such settlement as might be made in case of Kelley. On the following day the conference was resumed, all the manufacturers being present, including the Eastern Kid Company. A plan of settlement was framed, which the workmen's committee undertook to bring before the union.

On the 25th it was learned that the union had rejected the plan; but further conferences were promoted by the Lynn Board of Trade, and after several delays a settlement was reached which it was hoped would be permanent.

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#### FALL RIVER MILLS.

The difficulty of the late summer and autumn in the textile industry of Fall River was due to an almost unanimous opinion on the part of employers in favor of a reduction of

wages, beginning with September 3. The necessity for changing the class of goods to be manufactured, the competition of southern mills, and overproduction, were alleged in one quarter or another as the reason therefor. The point was raised how large a reduction should be made, and it occasioned some difference of opinion; for any reduction acceptable to the operatives would, in the circumstances, be necessarily too small for successful competition, while a larger reduction might occasion such a strike as would not be exempted by the strike clause of the then existing contract. Mills producing different classes of work were variously affected, and the manufacturers separated into groups, the largest of which, on August 12, voted a reduction of 15 per cent.; but before proceeding to cut down, it was necessary to obtain a certain number of signatures. The operatives met and voted to strike whenever the demand pursuant to the vote of the manufacturers' association might be made; but, before there was any occasion for such a proceeding, a prominent manufacturer increased the wages of his operatives 5 per cent. on September 30. This led to a demand on the part of mill hands for a similar increase in other mills. The reduction of pay was not enforced, neither was the increase granted. Rumors of a strike filled the industrial world with apprehension; conferences were sought and obtained, with no practical result.

On the 22d of October the same prominent manufacturer posted notice in his mills that the wages of the operatives would be increased by another 5 per cent. over the existing schedule in that factory, the increase to go into effect on the fourth day of November. The demand of the operatives was then increased to 10 per cent.; but the 5 per cent. demand having already been refused, it was evident that the

demand for 10 per cent. would not be granted without a struggle. On the 25th of October the Fall River Manufacturers' Association voted that the ten per cent. increase could not be granted under the conditions then existing, for reasons based on the so-called margin or difference between the cost of raw material and the price of the product.

According to rule, when four of the five unions of Fall River so vote, a strike may be inaugurated. On October 4 such was the fact, and the apprehensions of 26,000 textile workers ceasing work on the following Monday, October 7, filled the minds of all who were interested in the situation.

On October 5 the Board went to Fall River, in the hope of averting the difficulty. Interviews were had with the mayor, and, through his assistance, with the president and secretary of the manufacturers' association: and, moreover, the difficulty was carefully investigated at the rooms of the textile council; here one of the unions held a second meeting, reconsidered its vote of the night before, and voted not to strike. No strike being likely to occur, the Board withdrew.

Threats were again renewed during the month of October, and a day for a strike was again set for the 31st. At last, on the day appointed, word was received that the operatives had resolved not to strike, and no further difficulty in that quarter was heard of. \_\_\_\_\_

#### **GARMENT WORKERS' STRIKE—BOSTON.**

On October 9 there was a strike of garment workers in Boston and the vicinity for more pay and a shorter work day, and almost as soon as announced, settlements with individual houses began to be made. The strikers were reminded that the Board was ready to mediate whenever



negotiations began to flag. The chairman of the strikers' committee expressed his gratitude, and said that they were quite confident of gaining their point; but in case of failure in any direction he would notify the Board, with a view of having a conference arranged, wherein the matter might be fully discussed in the presence of the Board. In a few days the difficulty disappeared from notice, the last employer having concluded a satisfactory agreement with the union.

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#### **VEST MAKERS' STRIKE — BOSTON.**

On October 10, the mediation of the Board was offered to vest makers in Boston and the vicinity, men and women, engaged in the manufacture of waistcoats, who had gone on strike for higher wages. Advice was given to the men, conferences were held, and in a few days settlements were reached.

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#### **COAL DRIVERS — BOSTON.**

On October 15 a representative of the Metropolitan Coal Company called, in response to invitation, and said that a strike had been threatened to take place on the 21st of October, according to a circular which he had been informed was sent to all coal dealers in Boston and the vicinity. The dealers knew nothing of the fact of this threat save what they had read in the newspapers, and no proposition for a conference had been made. They were having a meeting to-day to consider the difficulty, and would be pleased to learn of anything affecting the relations which the Board might be enabled to give. The officers of the drivers' union were thereupon communicated with and informed of a meeting of employers. Advice was given to appoint a con-



ference committee and seek an early opportunity for an interview with all parties, to prevent the strike.

On the 16th the president of the union called, and announced that he had followed the advice of the Board, a committee on conference had been appointed, and the employers had been met and a settlement reached.

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#### **WRIGHT & COLTON WIRE COMPANY—PALMER.**

On the 17th of October, by request of the employees of the Wright & Colton Wire Company, the Board went to Palmer and had interviews with the work people. It appeared that 175 men were idle in consequence of a strike on the preceding day, which was entered into as a protest against the employment of a man objectionable to the old hands, on the ground that he was an Armenian, and regarded as "cheap help." It was apprehended that the introduction of one would lead to the introduction of others, and that in time the old hands would be displaced. The feeling of the town was understood to be similar to that of the work people; and the employees said that they would not have quit work had not Mr. Wright himself suggested it as an alternative, when they made known their objections to him.

On the following day a conference of parties was held at the Converse House, in the presence of the Board. The employer said that the apprehensions that the men had expressed were entirely unfounded; that he was not looking for cheap help, and had hired the man in question, not because he represented cheap help, but because he was in need of more help. He would receive the strikers back at their old places on the 21st, and was willing, with a view of

preventing similar strikes and similar apprehensions, to enter into an understanding whereby such difficulties might be adjusted in some other way than by resorting to strike or lockout.

The committee expressed its satisfaction, but felt an obligation to report to its associates at the meeting which was then about to convene. The committee reported on the conference, and upon the advice of the Board a vote was taken on the question of returning to work on the following Monday, and carried, and the strike ended.

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#### CONDON BROTHERS & CO. — BROCKTON.

On the 17th of October a joint application was received from Condon Brothers & Co. and the stitchers in their employ. The following decision was rendered on November 29 : —

*In the matter of the joint application of Condon Brothers & Co., shoe manufacturers of Brockton, and their employees in the stitching department.*

PETITION FILED OCTOBER 17.

HEARING OCTOBER 23, 1901.

The following matters in controversy were brought to the Board in accordance with an agreement between the parties in interest which provides for the settlement of such disputes. Each party nominated an expert, as provided by law in such cases, and the two so nominated were appointed by the Board to assist in investigating prices and conditions of trade.

Having heard the parties and made thorough inquiry at competing points, the Board awards the following prices for work performed in the factory of Condon Brothers & Co. : —

	Per 24-Pair Case.
Seaming on tops, cylinder work, . . . . .	\$0 09
Trimming balmoral tops, raw edge, flat, . . . .	10
Trimming balmoral tops, raw edge, cylinder, . . .	14
Stitching folded edges, balmoral tops, without under-trimmer, . . . . .	12

	Per 24-Pair Case.
Seaming tops, union special machine, . . . . .	\$0 04
Seaming vamps, California welt, two seams, union special machine, . . . . .	08
Stitching congress, . . . . .	35
Making linings without top facings, . . . . .	14
Turning cylinder balmorals by hand, . . . . .	10
Pasting side facings, . . . . .	04
Folding tops by hand, . . . . .	06
Stitching English backstay, . . . . .	12

By the Board,

BERNARD F. SUPPLE, *Clerk.*

**McCARTY, SHEEHY & KENDRICK COMPANY—  
BROCKTON.**

On October 22 a joint application was received from McCarty, Sheehy & Kendrick Company of Brockton. The following decision was rendered on November 26 :—

*In the matter of the joint application of the McCarty, Sheehy & Kendrick Company of Brockton and its employees in the sole leather department.*

PETITION FILED OCTOBER 22, 1901.

HEARING OCTOBER 29.

This case comes to us in accordance with an agreement between the employer and the Boot and Shoe Workers' Union, of which the employees in interest are members, and presents a request for prices on the following list of items :—

After careful consideration and investigation, aided by expert assistants as provided by law, the Board recommends that the following prices be paid for the work in question in this factory :—

Cutting and sorting top pieces, . . . . .	by the day, . . . . .	\$2 40
Cutting lifting, . . . . .	by the day, . . . . .	2 15
Tacking scarfed heels, . . . . .	by the 100 pair, . . . . .	40
Tacking No. 4 heels, . . . . .	by the 100 pair, . . . . .	35
Moulding heels, . . . . .	by the day, . . . . .	2 00
Tacking and butting rands, . . . . .	by the 100 pair, . . . . .	15

By the Board,

BERNARD F. SUPPLE, *Clerk.*

## SHEET METAL WORKERS — BOSTON.

On the 24th of October the Building Trades Council, represented by Mark B. Mulvey, its business agent, requested that the Board procure an interview with representative employers of sheet metal workers, with a view to some understanding or agreement by which certain firms might not be put upon the unfair list by the Building Trades.

After some delay in obtaining the collective opinion of the employers, the secretary of their association announced that it was ready to confer by committee with the sheet metal workers and the Building Trades Council, in the presence of the Board, at such time and place as might be appointed.

Accordingly, on November 5, a conference was held at the Board's office in the State House, between a committee of the Boston Stove and Furnace Dealers' Association, representing the employers in question, on the one hand, and a committee of sheet metal workers, with their business agent, and another from the Building Trades Council, Mr. Mulvey, chairman, on the other hand.

The employees stated their desire for some modification of the existing agreement that would enable the parties to treat of common affairs with more harmony in the future. Mr. Walker of Walker & Pratt Manufacturing Company claimed that, before considering any agreement, the strike which had been declared in his shop should be declared off. The firm of Smith & Anthony, through its representative, would make no proposition at the time. Mr. Walker, for his company, offered to take back all the old hands who might desire to return. The specific points of the controversy that were discussed were the 8-hour work day and the recognition



of the union. The conference dissolved without any tangible result.

On November 25 a visit was received from a representative of the Building Trades Council, who announced that the sheet metal workers' controversy had been settled and the men had returned to work.

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### SHEET METAL WORKERS—BOSTON.

On December 18 the agents of the Sheet Metal Workers Union and the Building Trades Council called and requested a conference on the subject of the 8-hour work day, saying that several employers had granted the 8-hour day, but the Walker & Pratt Manufacturing Company and some others had not yet done so.

On January 6, 1902, an application, signed by Messrs. Mulvey & Turner for the Building Trades Council, announced a controversy, and requested a conference. A conference was had on the 10th of January, and again on the 14th, but no conclusion was reached.

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### BOOK BINDERS—BOSTON.

As a result of the demand for the following schedule presented by local Union No. 16 of the International Brotherhood of Book Binders, a conference was held on October 21, in Boston:—

Finishers, . . . . .	\$18 and \$21 a week.
Extra job forwarders, . . . . .	16.50 a week.
Assistant job forwarders, . . . . .	15 a week.

Nine hours a day or 54 hours a week to constitute a week's work; over-time to be at the rate of time and a half; Sundays and holidays, double time; 1 apprentice to 5 men or fraction thereof.



This scale was a demand for an increase in the blank-book branch of binding, in some cases as high as \$3 a week; but it was regarded as practically that already paid in the printed book branch of the industry.

Forty-eight employers and more than 1,000 employees were represented at the conference. The demands were granted as regarded the binders of printed books, but in the case of blank-book binders, the employers of whom did not appear at the conference, there were apprehensions of a strike. The matter was referred by the employees to this Board. An investigation, however, resulted in a unanimous expression of feeling on the part of the employers in question that the condition of business at the time would not permit the payment of the scale for binding blank books; and that, while they were not averse to a conference, the prospect of any good result was not encouraging.

This was reported to the employees in question, and they replied in December in writing, expressing satisfaction with the work performed by the Board.

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#### MASSACHUSETTS BREWERIES COMPANY—BOSTON.

The following decision was rendered on November 20, 1901:—

*In the matter of the joint application of the Massachusetts Breweries Company and employees.*

PETITION FILED OCTOBER 30, 1901.

HEARING NOVEMBER 12, 13, 15.

This case comes to the Board on the claims of the employees and denial by employer that a certain night-watchman at the Rockland Brewery, owned by the Massachusetts Breweries Company, and now closed, was unjustly discharged on the thirteenth day of August, A.D. 1901.

The reasons of discharge were stated by employer to be:—

1. An assault by the night-watchman on August 10 upon the shipper in the employ of the company.

2. A threat alleged to have been made by the night-watchman against an officer of the company on August 13.

After hearing the evidence of the parties and their witnesses, and upon consideration of the same, we find that, so far as the second cause is concerned, the evidence is not sufficient to satisfy us that the threat was made.

On the first cause of discharge, the Board finds that the assault was committed and was without justification, and it is the opinion of the Board that the discharge of the night-watchman therefor was justified.

By the Board,

BERNARD F. SUPPLE, *Clerk*.

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#### LEHIGH & WILKESBARRE COMPANY—BOSTON.

On November 2 a strike of coal handlers occurred on the wharf of the Lehigh & Wilkesbarre Company at Charlestown, 7 men having quit work, to emphasize a demand for an increase of pay. The employees were advised to seek an interview with the employer, and see what might be done to bring about a cessation of hostilities.

On the 4th the business agent called at the office of the Board and reported that a settlement had been made that was satisfactory to the employees, the desired increase of pay having been secured.

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#### T. D. BARRY & CO.—BROCKTON.

Early in December, 1901, long price-lists were submitted by the parties to a dispute in the Barry factory, which were so different in phraseology that it was apparent to the Board that much conciliatory effort was required to bring the par-

ties into agreement upon the issue that was to be submitted to the decision of the Board.

A conference was held on December 5 at the factory, in which these differences were harmonized, and a joint list substituted and affixed to the joint application of T. D. Barry and the representatives of the lasters in his employ.

On February 25 of the current year the following decision was rendered: —

*In the matter of the joint application of T. D. Barry & Co. of Brockton and their employees in the lasting department.*

PETITION FILED DECEMBER 9.

HEARING DECEMBER 17, 1901.

This case involves a question of prices for pulling over for and operating the Consolidated Hand-method Lasting Machine.

After investigation and due consideration, the following prices are recommended for the work in question in this factory, under the conditions prevailing therein: —

	Cents per pair for	
	plain, or cap; canvas or flat-leather box.	
	Pulling over.	Operating.
Calf, satin oil, velours calf, box calf, vici kid, Cordovan, . . . . .	3	1½
Enamel, patent leather ("buggy top"), . . . . .	3¾	1¾
T-patent colt, corona colt, corona, patent box, patent calf, patent vici kid, patent colt, . . . . .	5	2
Hard moulded box, over above prices, ½ ct.		
Long-legged boots, colored goods, peaked toes: no evidence has been received that would warrant the Board in making a recommendation.		

By the Board,

BERNARD F. SUPPLE, *Secretary*.

#### CHICK BROTHERS—HAVERHILL.

On December 10, 75 cutters in the employ of Chick Brothers, shoe manufacturers of Haverhill, went out on strike for the purpose of emphasizing a protest against the conduct of an assistant foreman.

On being approached by the Board with a view to composing the difficulty, Mr. Chick said that the men were discharged for the purpose of re-hiring such as wished to keep at work; and, in the circumstances, until he had accomplished a reorganization of the cutting department, the services of the Board as a mediator would not be required. The strike lingered for several weeks. Efforts were made to obtain men to fill the strikers' places, but without complete success. Pickets were posted in the neighborhood of the factory, and every effort was made to keep prospective employees away.

On the 19th of December the Board went to Haverhill, and, in the absence of Mr. Chick, had an interview with the agent of the men. It appeared that, as a result of trouble with the assistant foreman, Mr. Chick had got word of a contemplated strike, and thought to forestall it by discharging every one in the department, and re-hiring those whom he desired; and these, accepting his invitation to return to work, had struck on the following day.

On December 20 the employer called, and stated that he believed he could secure cutters to take the places of the strikers, and, if his present plans should fail, he would avail himself of the Board's good offices.

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#### AMERICAN EXPRESS COMPANY—LYNN.

On the 13th of December, drivers, helpers and other employees of the American Express Company in Lynn went on strike to emphasize a demand of \$12 a week, 10 hours a day, and weekly payments instead of monthly; that there should be no Sunday work; and that over-time should be paid for at the rate of 25 cents an hour or ma-



jority fraction. An effort to adjust the difficulty was made through the intervention of the Board of Trade, represented by Charles H. Hastings and Thomas W. Gardner.

It appeared that the main objection to granting the demand was the manner in which it had been presented. A conference was held and the men were urged to go back, pending a settlement, under assurances that the company would act honorably; this proposition was referred to the union and rejected. Nineteen men were out. All the approaches to the places of business of the company in Lynn were picketed with strikers, and many who had thought of seeking employment with the company, on learning of the situation, concluded not to apply. Twelve men, however, it was said, were secured from other places, and with the help of the police the company proceeded with its business. The company said that they were not new employees, but men transferred from their employ in other cities.

By the 19th of the month a serious threat of a sympathetic strike of all the teamsters in the city, which would involve 475 team drivers, attracted the attention of all concerned. The company stated that it was willing to adjust wages and hours of labor in its own way, so as to regulate every employee from Maine to California, if necessary, and the point of controversy was that they must be allowed to make these changes in their own way.

A mass meeting of strikers was called, and Messrs. Hastings and Gardner delivered the company's offer for a settlement of the strike. It was expected that a conference would be held on the 20th, and in view of this the consideration of a sympathetic strike involving every teamster was postponed to that date. A conference was had on the 20th, between a committee of drivers headed by Martin J.



Cavanagh, president of the Express Drivers' Union, and the superintendent of the American Express Company; this was held at its office in Franklin Street, Boston, in the presence of the arbitration committee of the Lynn Board of Trade.

An agreement was arrived at subject to confirmation by the union on the one hand and ratification by the chief officers of the company on the other, during the pendency of which all hands returned to work.

On the following day, December 21, this settlement of the strike averted a threatened strike of employees of the company in Boston, in Salem and in Brockton, it is said.

On the 23d of December the union held a meeting, at which Messrs. Hastings and Gardner of the Lynn Board of Trade were present. They gave the following assurance:—

The Lynn Board of Trade will guarantee to the Team Drivers Union (local No. 42) that the rate of wages proposed by the American Express Company shall be in force for one year from December 21, 1901, and that no man employed by the American Express Company in Lynn shall be discharged except for incompetency, gross carelessness, intoxication or dishonesty. If necessary, the Lynn Board of Trade will guarantee this proposition with a bond of sufficient amount to satisfy the Team Drivers International Union (local No. 42). This guarantee will also cover the hours of labor which the men are to work, namely, 10 hours per day, beginning at 7 A.M. and continuing until 6 P.M., with one hour for dinner; with the understanding that two or three men are to work evenings up to the departure of the 8.45 P.M. train, with the further understanding that they will not be required to work more than 10 hours per day, and with the further understanding that the men will be changed about so that the men will take turns in doing this late work.

This proposition was not accepted immediately.

We insert the following letter to show the value of such services as public spirited men may render in times of industrial crises, in the hope that such example may find its imitators in all quarters. The letter, which was addressed to Charles H. Hastings and Thomas W. Gardner of the Lynn Board of Trade committee, says: —

I sincerely thank you for the valuable service you have rendered the community in your successful efforts to bring about an amicable adjustment of the trouble which has existed between the American Express Company and their employees. A sympathetic strike, which seemed impending, has been averted, to the great relief and satisfaction of all concerned. The speedy settlement of the strike is a good example of the wisdom of appealing to reason, rather than resorting to acts of violence and disorder.

Respectfully yours,

WILLIAM SHEPHERD, *Mayor*.

On the 27th a final settlement was reached, the company agreeing in writing to pay \$52 a month for a 10-hour day, and the agreement guaranteed by the Lynn Board of Trade.

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#### COAL TEAMSTERS — LYNN.

On December 16, local Union No. 42 of the Team Drivers' International Union, engaged in delivering coal, served notice on the coal merchants of the city of Lynn, 10 in number, that the drivers and screeners in their employ desired a uniform working day of 9 hours, and the following new scale of wages, to go into effect on January 1: —

For driving single-horse teams, . . . . .	\$12
For driving two-horse teams, . . . . .	14
For driving three-horse teams, . . . . .	15

Screeners to be paid \$12 a week, and over-time to be paid for at the rate of 40 cents an hour.

An investigation was made, and it was learned that the merchants had the matter under consideration, and did not anticipate a strike. In a short while negotiations were on foot, which were reported from time to time to the Board.

As the first of the year approached, the danger of a strike became more and more apparent. Efforts were made by the Lynn Board of Trade to compose the difficulty. Some concessions were made by the employers, but the men were firm in adhering to their first demands. On the 29th of December, however, the demand was modified, through the efforts of the arbitration committee of the Lynn Board of Trade; but the committees on both sides still failed to agree.

A meeting was called, at which 300 drivers were present. Messrs. Hastings and Gardner of the Lynn Board of Trade submitted the result of their efforts, and urged the union not to strike. The union then took up the consideration of the coal dealers' offer, that 59 hours shall constitute a week, 10 hours a day, except Thursdays, when the working time will be 9 hours; over-time paid at the rate of 25 cents an hour, and cleaning the horses on Sunday \$1 extra. Screeners and drivers of one-horse wagons, \$12 a week; drivers of two-horse teams, \$14; three-horse, \$15. Drivers to report at the coal scales with loaded wagons ready to deliver coal at 7 o'clock each morning. This offer conceded the weekly wage demanded, but did not concede the shorter day nor the price for over-time. After a long consideration of the employers' proposition, it was accepted by the union, and the threatened strike averted.

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**EMPIRE SHOE COMPANY — BROCKTON.**

On December 18 a joint application of the Empire Shoe Company of Brockton, shoe manufacturers, and the finishers in its employ, was received. On January 21 the following decision was rendered: —

*In the matter of the joint application of the Empire Shoe Company of Brockton and its employees in the finishing department.*

PETITION FILED DECEMBER 18.

HEARING DECEMBER 31, 1901.

In this case the employees have sought a change from payment by the day or hour to payment by the piece.

After careful deliberation and in view of all the circumstances the Board recommends that prices by the day or hour continue to be paid in the factory of the Empire Shoe Company at Brockton.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

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**McCARTY, SHEEHY & KENDRICK COMPANY —  
BROCKTON.**

On December 19 a joint application was received from McCarty, Sheehy & Kendrick Company of Brockton, shoe manufacturers, and the finishers in their employ.

On February 10, 1902, notice was received that the firm had gone out of business. The case was thereupon dismissed.

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**CONDON BROTHERS — BROCKTON.**

The following decision was rendered on March 5, 1902: —

*In the matter of the joint application of Condon Brothers & Co. of Brockton, shoe manufacturers, and their employees in the finishing department.*

PETITION FILED DECEMBER 23, 1901.

HEARING JANUARY 29, 1902.

This case presented for consideration certain questions of price. By request of the parties, after hearing all who desired to speak,

an investigation of prices paid at competing points for similar work was made, with the aid of expert assistants. In view of all the circumstances and after due deliberation the Board recommends that the following prices be paid in the factory in question : —

		Per 24 Pairs.
Scouring heels, . . .	} Heel finishing, . . . . .	\$0 16
Blacking heels, . . .		
Stoning and brushing, }		
Heel keying, . . . }		
Scouring bottoms and top pieces, including pin-wheeling,		13

		Per Day.	
		Men.	Boys.
Making top pieces,	Brushing shanks,	\$2 00	\$1 25
Cutting shanks,	Wheeling breasts and foreparts,		
Painting bottoms,	Faking (or brushing) shanks,		
Gumming bottoms,	Blacking bottoms,		
Polishing bottoms,	Burnishing (or rolling) bottoms,		
Blacking shanks,	Faking (or brushing) and wheeling breasts and foreparts,		

By the Board,

BERNARD F. SUPPLE, *Secretary*.

### TEAMSTERS — BOSTON.

In December evidences of a difficulty in the teaming industry of Boston and vicinity began to appear in the columns of the daily press.

A demand had been made by the Team Drivers' International Union, local, No. 25, which was put in the form of a proposed agreement, and printed copies were sent to all the master teamsters. The fact that no reply had been sent, after the lapse of sufficient time, was taken as indication of a determined contest, for which both parties were said to be prepared.

The master truckmen were said to number about 1,000, and they had no association; a small section, however, was



organized for the purpose of securing good streets and the like, but not to consider industrial matters, nor was it large enough to enter into any collective bargain that other employers would feel bound to respect.

The men were said to be well organized. The teamsters engaged in hauling certain kinds of merchandise belonged to one union, those engaged in hauling other merchandise belonged to another; and all unions engaged in handling freight at stations, wharves, vessels, or in transporting it from place to place, besides being members of national or international bodies controlling particular kinds of teaming or freight handling, were reunited again into a central delegate body, known as the Allied Freight Transportation Council. Any real or fancied oppression in one quarter could thus become the subject of more or less general concern; and a strike involving members of a local union might, through sympathy, extend into all branches of the transportation interests.

Whether anything like a defined threat was distinctly made or not, it is certain that the apprehension of a general tie-up in Boston and vicinity was felt throughout the community by all people who had any means of knowing the facts of the difficulty and the sentiments of the parties involved.

The demand of local Union No. 25 was that 10 hours in 11 should constitute a working day, and 60 hours a working week, with a full hour—if possible, the noon hour—for dinner; that the said 11 hours should begin at arriving at the stable and end on leaving it at night; that over-time should be paid for at the rate of 25 cents an hour or fractional part thereof; and that work on Sunday and legal holidays should be compensated by double pay; that, when no

work was done on said holidays, no pay should be deducted from the regular weekly wages, and in no case should work be done on the holiday known as Labor Day. The minimum rates of wages were to be according to the following list: —

One-horse drivers, . . . . .	\$12 a week.
Two-horse drivers, . . . . .	14 a week.
Three-horse drivers, . . . . .	15 a week.
Four-horse drivers, . . . . .	16 a week.
Five-horse drivers, . . . . .	17 a week.
Six-horse drivers, . . . . .	18 a week.

When a full week was not worked, there was to be an extra compensation of 50 cents for each day worked. Regular lumpers were to receive not less than \$14 per week; outside lumpers not less than 40 cents an hour, with overtime at the rate of 60 cents; and the fractional part of an hour was to be considered the same as an hour.

The organization was willing to bind itself to do all in its power to further the interests of the employer, and to furnish teamsters and lumpers when needed. No strike should be authorized except as follows: when ordered by the Allied Transportation Council, the American Federation of Labor, the Building Trades Council, the Central Labor Union, or any central body that the union might be connected with, in which case said strike should not be considered either a violation of contract or an annulment of agreement.

In case of strike being ordered by local Union No. 25 of the Team Drivers' International Union, and no mutual settlement of the controversy had been reached by the parties, it was to be submitted to the State Board of Arbitration, and to the committees representing the parties, for the purpose of conciliation.

On December 20 the Board called upon the officers of

local Union No. 25, and offered its services as mediator, with a view to the settlement of any differences that might lead to a rupture of friendly relations between employers and employed.

On the 23d the Board called upon leading master truckmen, with an offer of mediation, and for the purpose of arranging a conference of parties in the presence of the Board. The president of the employers' association and the president of the team drivers' union were interviewed. Individual employers expressed their inability at that time to say what they would or would not do, pending concerted action.

On that evening there was a meeting of the master teamsters, the result of which is set forth in the following communication: —

*To the Master Teamsters of Boston.*

An organized demand has been made upon us of a nature so disastrous to our business that it is deemed absolutely imperative on our part that some united action be taken in the matter.

The unanimous sentiment of the master teamsters, so far as an expression could be obtained by personal interviews, and at the meetings that have been held to consider this matter, seems to be as follows: —

*First.* — That the present tariff rate of teaming will admit of no increase in our running expenses.

*Second.* — That we must absolutely refuse to sign the contract sent out by our drivers.

*Third.* — That, since we are not a corporation acting as a unit, each master teamster must treat and contract with his own help individually, as he has always done in the past.

*Fourth.* — That we are and must be governed in the hours of labor by the custom of the merchants, and the regulations of the railroads and steamship companies.

*Fifth.* — That there is a sentiment more or less prevalent among the merchants and business men that this matter can be adjusted

with our drivers by a raise in their wages; and with this end in view we recommend that a minimum scale of wages be adopted, as follows: for light one-horse vehicles, \$10 a week; heavy one-horse vehicles, \$11 a week; two-horse vehicles, \$13 a week; three-horse vehicles, \$14 a week; four-horse vehicles, \$15 a week; with the full understanding that we are to be reimbursed for the additional running expenses hereby incurred by a corresponding raise in the tariff rate of teaming.

*Sixth.*—That in taking this attitude we believe that we are acting for the best interests of the city and all concerned, and we claim and expect the support of the merchants, manufacturers, business men and corporations throughout the city.

*Seventh.*—That, pending the settlement of this question, whether a general tie-up is ordered, or only a strike in individual cases, no master teamster shall interfere in any way or accept the business or customers of another teamster without his consent.

We, the undersigned, fully indorse the line of action herein embodied, and hereby agree to be governed by the same.

On December 24 invitations were sent to the parties to appear by committee and confer with one another in the presence of the Board, at the State House, on the 26th, for the purpose of adjusting the dispute.

Accordingly, on the 26th, the committees appeared at the appointed time and discussed the demand of the union. The president of the Allied Freight Transportation Trades Council, Oscar F. Cox, representing employees that would be directly affected by a strike of team drivers, was also present. It was clear at the close of the conference that a better understanding had been reached; but the masters' committee had no authority to negotiate a settlement, and it was understood that the employees were to consider the foregoing notice, signed by Luke Hillard as secretary of the Master Teamsters' Association, as their official reply to the demand.

The workmen's committee undertook to lay this reply

before the meeting of the union on the following Sunday, December 29, and to send notice to the Board of whatever action might be taken upon it, the Board to transmit the same to the employers, who in their turn would advise the Board of the action taken by their association. In the mean while, the effect of the master teamsters' reply was reported to be unsatisfactory to the union men, and a strike was predicted as the most probable result of the Sunday meeting. To offset this, the Board, in the afternoon of Saturday, called upon the president of the Chamber of Commerce, to consider what influences might be brought into play to avert the strike. He replied that he would do everything for the public good consistent with his position, and be glad to receive a visit from the labor chiefs for the purpose of discussing the difficulty. The president of the Allied Freight Transportation Council was so notified; he immediately communicated with Mr. Lincoln, and they made an appointment for an interview. The interest manifested by Mr. Lincoln was reported at the union meeting on Sunday, and did a great deal to calm the sentiments of that body.

On the 30th the Board, the union's committee, and Mr. Cox, responding to Mr. Lincoln's invitation, met in the Chamber of Commerce. The committee reported that the union had rejected the master teamsters' terms.

On January 1, 1902, a meeting of master truckmen was called by Mr. Lincoln in the Chamber of Commerce, which the Board attended by invitation.

On the 3d an interview was had at the rooms of the Board, between the president of the union and the president of the Allied Freight Transportation Council and Mr. Lincoln. Subsequently a conference of parties in the presence of the Board and of Mr. Lincoln was had, in which several



items were agreed to. The conference was resumed on the 6th, when some progress was made.

Both parties had reached a point where they appeared to be inflexible. The remaining points of controversy (known as the "teamsters' ultimatum") were to be considered by the master teamsters on the 9th. In the mean time, the newspapers reported that the employees were on the verge of a strike, involving 15,000 men. The apprehension of the strike was certainly an incentive to action on the part of all concerned in averting it.

On the 7th Mr. Lincoln and the Board called upon Mayor Collins for the purpose of enlisting his influence.

On the 10th the master teamsters reported, through their committee, at a conference in the presence of the Board, that so many of the demands as had been agreed to in the previous conference were ratified by their association.

The controversy was now narrowed down to the rate of wages of teamsters, especially drivers of single-horse teams, and the rate of compensation for lumpers and laborers. At this stage of the discussion the scene of the conference was transferred to the mayor's office, on his invitation. The mayor suggested, as a remedy, leaving what remained of the controversy to the arbitration of the State Board. The drivers' committee said that they could not entertain the proposition, and that it would be useless to refer it back to their union; it had now come to an acceptance of the schedule, or a strike. The masters' committee retired for deliberation, and again the conference was transferred to the rooms of the State Board. Here Mr. Lincoln renewed Mayor Collins' proposition to settle the difference remaining by a reference to the State Board, but the drivers' committee were firm in declining it. At 8.30 in the evening a settlement

was reached which appeared to be satisfactory to all concerned, and the conference closed, with the understanding that both committees should appear the following day to sign an agreement. On the following day the committees appeared and signed the agreement, which is as follows:—

OFFICE OF THE STATE BOARD OF CONCILIATION AND ARBITRATION, BOSTON.

Memorandum of agreement made and entered into this tenth day of January, A.D. 1902, by and between the Team Drivers' International Union, Local 25, and the Master Teamsters of Boston.

ARTICLE 1. — Eleven hours in 12, from 6 A.M. to 6 P.M., shall constitute a working day. Said time shall commence from time of reporting at stable till time of dismissal at night. One hour, on or as near the usual hour, 12 to 1, as possible, be allowed for dinner.

ARTICLE 2. — All time over and above said time shall be paid for at the rate of 25 cents per hour, or fractional part thereof, except Sundays and legal holidays, which shall be paid for at the rate of double time. (It is understood that men shall care for horses on the mornings of Sundays and holidays and pile sleds on one holiday without extra pay, and that in no case shall the payment for a holiday be deducted. If a man is called upon to work on a holiday, he shall be paid 25 cents per hour additional.)

ARTICLE 3. — The holidays recognized in this agreement are as follows: Washington's Birthday, Patriots' Day, Memorial Day, July 4, Labor Day, Thanksgiving and Christmas. Under no circumstances shall any member of the organization be required to work on Labor Day. The days herein named shall not be deducted from the regular weekly wages.

ARTICLE 4. — All outside lumpers shall receive 40 cents per hour, and all time over and above said 11 hours shall be paid for at the rate of time and one-half, *i.e.*, 60 cents, fractional parts of an hour to be paid for at the rate of one hour.

ARTICLE 5. — Regular lumpers shall receive not less than \$14 per working week; laborers shall receive \$12 a week. A lumper is one who takes responsibility and directs operations; a laborer, one who has no responsibility, and only uses physical energy.

ARTICLE 6. — The minimum rates of wages per week for drivers shall be as follows:—

Light one-horse, . . . . .	\$11
Heavy one-horse, . . . . .	12
Two-horse, . . . . .	14
Three-horse, . . . . .	15
Four-horse, . . . . .	16
Five-horse, . . . . .	17
Six-horse, . . . . .	18

Fifty cents extra per day shall be paid for less than a working week.

A substitute shall receive the same pay as the man whose place he fills.

ARTICLE 7. — In hiring teamsters in the future, members of the Team Drivers' International Union shall be given the preference when of equal capacity and skill.

ARTICLE 8. — A strike shall not be considered except as herein named.

A strike ordered by the Allied Transportation Council or the Team Drivers' International Union shall not be an annulment of this agreement or a violation of the contract. Should a strike be ordered by the Allied Transportation Council or the Team Drivers' International Union, as above, and a settlement and termination not to be agreed to by both parties, the question shall be submitted to the State Board of Conciliation and Arbitration, with both committees for conciliation and arbitration.

This agreement shall take effect January 10, 1902, and continue in force until one year from January 10, 1902. Wages under it shall begin January 13, 1902.

TEAM DRIVERS' INTERNATIONAL UNION, LOCAL 25,

By WILLIAM HARTNETT, *President*.

J. A. MURRAY, *Business Agent*.

JAMES F. GRADY, *Trustee*.

JOHN A. WALLACE, *Trustee*.

THOMAS J. MINIHAN.

OSCAR F. COX, *Pres., A. F. T. C.*

MASTER TEAMSTERS OF BOSTON,

By JAMES L. BOWLBY, *Chairman*.

C. BOWEN.

JOHN H. SMITH.

GEORGE F. STEBBINS.

AUBREY HILLIARD.

**R. S. BRINE TRANSPORTATION COMPANY—BOSTON.**

On January 21, 1902, a committee consisting of the president of the Allied Freight Transportation Trades Council, the president of Team Drivers' Local Union, No. 25, and five others, called on the Board, and stated that a controversy existed with the R. S. Brine Transportation Company (incorporated) and other master teamsters, concerning the acceptance of the terms agreed to by employers and drivers on January 10; and they requested that the Board put itself in communication with the master teamsters in question, or at least with the corporation, for the purpose of bringing about an adjustment of the dispute. The employees, they said, demanded the union schedule, which, on being refused, resulted on January 20 in a strike of 500 team drivers.

On receiving this notice the Board endeavored to secure a conference of parties in the presence of the Board, and to that end sought an interview with one of the company; but the employer declined. The employers who had settled on January 10 sent a committee to the rooms of the Board, and the president of the Chamber of Commerce called by invitation. The master teamsters explained to the State Board, to Mr. Lincoln and the strikers' committee the action that was taken by the employers at their meetings. They expressed surprise at the attitude assumed by the Brine Company, and declared that, as a member of this concern had attended the meetings, it should abide by the decision of the meeting. The thing dreaded most at this point was a sympathetic strike of freight handlers. Members of the team drivers' committee stated that, unless some progress towards a settlement



was speedily made, the difficulty might pass beyond control. The committee was urged to withhold the strike at least until all parties had exhausted every peaceable means of effecting a settlement. The master teamsters made public the following statement: —

We deem it proper to make the following statement, with a view to assisting the public in placing the responsibility where it belongs: —

There was a meeting at the Hotel Essex, January 8, 1902, to which all the master teamsters of Boston had been invited. The R. S. Brine Transportation Company, responding to the invitation, was present throughout the session. By a unanimous vote a committee was appointed and given full power to negotiate a settlement in the presence of the Board of Conciliation. The committee conferred with a like committee of employees on January 10 at the State House, and in the presence of the Board made the best settlement that could be made under the circumstances. Messrs. Brine & Co. were and are still bound in honor by the agreement made by their committee, and their attitude at this time is singular.

For the committee,

JOHN H. SMITH.

GEORGE F. STEBBINS.

AUBREY HILLIARD.

Further meetings were had at the rooms of the Board, but, since the employer did not appear in person or by representative, nothing was accomplished in the way of a settlement.

On January 27 a temporary injunction was issued by the Superior Court, restraining the Teamsters' Union from interfering with the business of R. S. Brine Company. There had been disorder in the streets, the police had been invoked, and the business of the R. S. Brine Company had been almost brought to a standstill, and was performed



under considerable difficulty. On this date the following application was received from the men:—

*To the Honorable the State Board of Conciliation and Arbitration, Boston, Massachusetts.*

The undersigned respectfully represents that a strike has occurred, and its extension is seriously threatened in the freight transportation business at Boston, in this Commonwealth, involving all transportation concerns in this city and the R. S. Brine Transportation Company, and 15,000 men employed by them as handlers of freight, and that the nature of the controversy, briefly stated, is as follows:—

A strike occurred upon the teams of the R. S. Brine Transportation Company, owing to the refusal of that concern to keep an agreement made through its agents (a committee of master teamsters) with local Union No. 25 of the Team Drivers' International Union (through a committee).

The police force of Boston is being used at considerable expense to the tax payers to assist said Brine Company to carry on business. Large crowds are attracted to the sections of the city where the teams of said Brine Company are commonly known to frequent, and the peace of the city, as well as its business interests, is seriously threatened.

The said Brine Company have refused the good offices of your honorable Board and of other reputable and public-spirited citizens, including the mayor of Boston and the president of the Chamber of Commerce. Wherefore, your honorable Board is respectfully requested to put itself in communication, as soon as may be, with said employer or employees, and endeavor, by mediation, to effect an amicable settlement between them; and, if the Board considers it advisable, investigate the cause of said controversy, and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same.

Dated this twenty-fifth day of January, A.D. 1902.

The Allied Freight Transportation Council, including in its membership all members of local Union No. 25 of the Team Drivers' International Union.

By its Attorney,

JOHN WEAVER SHERMAN.

On February 1 Ralph W. Easley, secretary of the National Civic Federation, and James Duncan, another member, representing also the American Federation of Labor as first vice-president, called, and informed the Board that the National Civic Federation had been invoked by the representatives of the striking teamsters in Boston; and Mr. Duncan handed the Board the following letter:—

AMERICAN FEDERATION OF LABOR,  
OFFICE OF FIRST VICE-PRESIDENT,  
BOSTON, MASS., February 1, 1902.

WARREN A. REED, Esq., *Chairman and Associate, Massachusetts State Board of Arbitration.*

GENTLEMEN:—As I am fully appreciative of the good work of your Board in the past, I am equally desirous of its fullest use for the future, and therefore, from practical as well as humanitarian motives, earnestly request that, in the event of either of the contending parties in the pending transportation dispute refusing to accept your valuable services as arbitrators, you immediately grant and announce a public hearing on the points at issue, with the object in view of placing the blame for the present local transportation entanglement where it belongs, as well as to show beyond cavil which parties refuse settlement. The public, which in the end suffers the most, is entitled to this information from an official source, and look to you for it; and if this is done, the good sense of the people of Boston will cause them to morally throw their influence on the side of right, and thereby end a contention which has been discreditably prolonged.

Trusting this appeal will meet with your immediate approval, and that the results will be satisfactory to all parties interested, I am,

Respectfully,

JAMES DUNCAN, *First Vice-President.*

The employees' committee were sent for, and, in their name, President Hartnett, President Cox and Mr. Cavanagh responded; other labor leaders were also present. As a re-

sult of this meeting, the Board invited Sherman L. Whipple, Esq., counsel for the R. S. Brine Transportation Company, to meet the Board at the State House on February 3.

On February 3 the Hon. Charles Francis Adams, Secretary Ralph M. Easley and James Duncan, all of the National Civic Federation, had a joint session with the State Board of Conciliation, at which a letter from Mr. Whipple was received, requesting that the hour of meeting be deferred until 4 o'clock in the afternoon. Mr. Whipple met the Board at the time set. Mr. Easley and Mr. Duncan were also present. The employees' application was considered, in view of the injunction proceedings then pending. At the conclusion of the meeting the following recommendation, the joint product of the National Civic Federation and the State Board, was made public: —

On Saturday (February 1) the Board invited Mr. Whipple to meet representatives of the National Civic Federation and the Board, to talk over informally the question of whether anything could be done by conference in the present difficulty. Mr. Whipple in response sent a letter, in which he said: —

Anything that the Brine Transportation Company can reasonably do to assist in preventing a strike which may injure other persons employing labor in Boston, its officers will do with pleasure, and I am authorized to confer to that end. I will call on you for that purpose, if desired, as soon as I am released from court. As to the relations of the Brine Company itself with the team drivers' union, you are aware that a number of its employees "struck" some two weeks since. This strike, which was ordered by the union, was followed by a series of acts perpetrated against the Brine Company and those it employed, which made it necessary for the company to take proper action to prevent the ruin of its business and injury to its employees. Legal proceedings were thereupon instituted against the union and its members, which proceedings are now pending and in process of adjudication. Under these circumstances I deem it proper to postpone discussion of or comment upon this controversy between my clients and the union until the court

decision. Any other course would, to my mind, be a distinct impropriety. When the court shall have rendered its decision, and it shall appear either that no rights of the company have been violated, or that having been wronged, it shall have compensation for the wrong and protection of the law for the future, the remaining disputes, if any, between the company and the union may well be considered in the aspect of conciliation and arbitration.

In accordance with the idea contained in the above letter, we met this afternoon and discussed the general questions outside of those involved in the case pending in court. It was thought best to advise the unions to postpone further agitation until the decision of the case in court, when the entire matter would be taken up, and further conference held looking to the adjustment of the whole difficulty.

Subsequently, the court dismissed Mr. Cox, and the temporary injunction against the other defendants was continued in force until further order of court. Immediately after the order of court the Board had a further conference with Mr. Whipple, and opened up negotiations which are still pending.

A short period of peace followed, during which many of the members of the workmen's committees returned to their avocations. One of the members of the Allied Freight Transportation Council, a freight handler named James Sheehan, after a long absence from the freight shed, returned with a view to taking his former position as employee of the Boston & Albany Railroad, when he was informed that he stood discharged, and that his place had been filled. This gave rise to another difficulty, which is under consideration at the present time.

This new controversy, however, having arisen since January 1, and still the subject of negotiation, will more properly be treated in the next annual report of the Board.

The Brine difficulty was so closely connected with the

teamsters' controversy of 1901 that it has been deemed proper to insert it here in sequence, although, since it too originated within the new year, it also might more properly be treated of in the next report.

The foregoing annual report is respectfully submitted.

WARREN A. REED,  
RICHARD P. BARRY,  
CHARLES DANA PALMER,  
*State Board of Conciliation and Arbitration.*

Boston, March 10, 1902.





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# APPENDIX.

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## APPENDIX.

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In 1886 Massachusetts and New York established state boards of arbitration.

A statute of the United States, enacted in 1888, provided for the settlement of controversies between railroads and their employees through the services of special temporary tribunals known as "boards of arbitration or commission." To form a board of arbitration each party in interest chose a member, and the two members chose a third for chairman; but when the commission was formed the President of the United States appointed two members to act with the Commissioner of Labor, who was chairman *ex officio*. Such a commission in 1894, reporting on the Chicago Strike, recommended changes in the law, and suggested to the states "the adoption of some system of conciliation and arbitration like that in use in the Commonwealth of Massachusetts." In 1898 the law was repealed, its essential provisions were re-enacted and procedure was specified with greater elaboration. The statute of 1898 requires the Chairman of the Interstate Commerce Commission and the Commissioner of Labor to mediate in one way or another between the parties with a view to inducing them either to terminate their controversy by agreement or to refer it to the board of arbitration. The board of arbitration, as under the former act, is constituted in the usual way; but when five days elapse without choice of a third member, the duty of making such a choice devolves upon the two mediators above mentioned.

Twenty-four states in the union have thus far made

constitutional or statutory provision for mediation of one kind or another in the settlement of industrial disputes. Of these the statutes of the following seventeen contemplate the administration of conciliation and arbitration laws through permanent state boards: Massachusetts, New York, Montana, Michigan, California, New Jersey, Ohio, Louisiana, Wisconsin, Minnesota, Connecticut, Illinois, Utah, Indiana, Idaho, Colorado and Kansas.

The constitution of Wyoming directs the legislature to establish courts of arbitration to determine all differences between associations of laborers and their employers, and provides for appeals to the supreme court of the state from the decisions of compulsory boards of arbitration.

The laws of Kansas, Iowa, Pennsylvania and Texas authorize the law courts to appoint tribunals of voluntary arbitration; and such is the law of Maryland also, which, moreover, empowers the Board of Public Works to investigate industrial controversies when the employer is a corporation, indebted to, or incorporated by, that state; to propose arbitration to the opposing parties, and if the proposition is accepted, to provide in due form for referring the case; but if either party refuse to submit to arbitration, it becomes the duty of the Board of Public Works to ascertain the cause of the controversy and report the same to the next legislature.

The law of Missouri authorizes the Commissioner of Labor Statistics to form local boards of arbitration, and, as in North Dakota, to mediate between employer and employed, if requested to do so by either, whenever a difference exists which results or threatens to result in a strike or lockout. In Nebraska it is the duty of such officer to examine into the causes of strikes and lockouts.

Following are laws, etc., relating to mediation in industrial controversies:—



## UNITED STATES.

[Public Laws, 1898.]

**Chap. 370. — An Act Concerning carriers engaged in interstate commerce and their employees.**

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the provisions of this Act shall apply to any common carrier or carriers and their officers, agents, and employees, except masters of vessels and seamen, as defined in section forty-six hundred and twelve, Revised Statutes of the United States, engaged in the transportation of passengers or property wholly by railroad, or partly by railroad and partly by water, for a continuous carriage or shipment, from one State or Territory of the United States, or the District of Columbia, to any other State or Territory of the United States, or the District of Columbia, or from any place in the United States to an adjacent foreign country, or from any place in the United States through a foreign country to any other place in the United States.

The term "railroad" as used in this Act shall include all bridges and ferries used or operated in connection with any railroad, and also all the road in use by any corporation operating a railroad, whether owned or operated under a contract, agreement, or lease; and the term "transportation" shall include all instrumentalities of shipment or carriage.

The term "employees" as used in this Act shall include all persons actually engaged in any capacity in train operation or train service of any description, and notwithstanding that the cars upon or in which they are employed may be held and operated by the carrier under lease or other contract: *Provided, however,* That this Act shall not be held to apply to employees of street railroads and shall apply only to employees engaged in railroad train service. In every such case the carrier shall be responsible for the acts and defaults of such employees in the same manner and to the same extent as if said cars were owned by it and said employees directly employed by it, and any provisions to the contrary of any such lease or other contract shall be binding only as between the parties thereto and shall

not affect the obligations of said carrier either to the public or to the private parties concerned.

SEC. 2. Whenever a controversy concerning wages, hours of labor, or conditions of employment shall arise between a carrier subject to this Act and the employees of such carrier, seriously interrupting or threatening to interrupt the business of said carrier, the chairman of the Interstate Commerce Commission and the Commissioner of Labor shall, upon the request of either party to the controversy, with all practicable expedition, put themselves in communication with the parties to such controversy, and shall use their best efforts, by mediation and conciliation, to amicably settle the same; and if such efforts shall be unsuccessful, shall at once endeavor to bring about an arbitration of said controversy in accordance with the provisions of this act.

SEC. 3. Whenever a controversy shall arise between a carrier subject to this Act and the employees of such carrier which cannot be settled by mediation and conciliation in the manner provided in the preceding section, said controversy may be submitted to the arbitration of a board of three persons, who shall be chosen in the manner following: One shall be named by the carrier or employer directly interested; the other shall be named by the labor organization to which the employees directly interested belong, or, if they belong to more than one, by that one of them which specially represents employees of the same grade and class and engaged in services of the same nature as said employees so directly interested: *Provided, however,* That when a controversy involves and affects the interests of two or more classes and grades of employees belonging to different labor organizations, such arbitrator shall be agreed upon and designated by the concurrent action of all such labor organizations; and in cases where the majority of such employees are not members of any labor organization, said employees may by a majority vote select a committee of their own number, which committee shall have the right to select the arbitrator on behalf of said employees. The two thus chosen shall select the third commissioner of arbitration; but, in the event of their failure to name such arbitrator within five days after their first meeting, the third arbitrator shall be named by the commissioners named in the preceding section. A majority of said arbitrators shall be competent to make a valid and binding award under the

provisions hereof. The submission shall be in writing, shall be signed by the employer and by the labor organization representing the employees, shall specify the time and place of meeting of said board of arbitration, shall state the questions to be decided, and shall contain appropriate provisions by which the respective parties shall stipulate, as follows :

First. That the board of arbitration shall commence their hearings within ten days from the date of the appointment of the third arbitrator, and shall find and file their award, as provided in this section, within thirty days from the date of the appointment of the third arbitrator; and that pending the arbitration the status existing immediately prior to the dispute shall not be changed : *Provided*, That no employee shall be compelled to render personal service without his consent.

Second. That the award and the papers and proceedings, including the testimony relating thereto certified under the hands of the arbitrators and which shall have the force and effect of a bill of exceptions, shall be filed in the clerk's office of the circuit court of the United States for the district wherein the controversy arises or the arbitration is entered into, and shall be final and conclusive upon both parties, unless set aside for error of law apparent on the record.

Third. That the respective parties to the award will each faithfully execute the same, and that the same may be specifically enforced in equity so far as the powers of a court of equity permit : *Provided*, That no injunction or other legal process shall be issued which shall compel the performance by any laborer against his will of a contract for personal labor or service.

Fourth. That employees dissatisfied with the award shall not by reason of such dissatisfaction quit the service of the employer before the expiration of three months from and after the making of such award without giving thirty days' notice in writing of their intention so to quit. Nor shall the employer dissatisfied with such award dismiss any employee or employees on account of such dissatisfaction before the expiration of three months from and after the making of such award without giving thirty days' notice in writing of his intention so to discharge.

Fifth. That said award shall continue in force as between the parties thereto for the period of one year after the same

shall go into practical operation, and no new arbitration upon the same subject between the same employer and the same class of employees shall be had until the expiration of said one year if the award is not set aside as provided in section four. That as to individual employees not belonging to the labor organization or organizations which shall enter into the arbitration, the said arbitration and the award made therein shall not be binding, unless the said individual employees shall give assent in writing to become parties to said arbitration.

SEC. 4. The award being filed in the clerk's office of a circuit court of the United States, as hereinbefore provided, shall go into practical operation, and judgment shall be entered thereon accordingly at the expiration of ten days from such filing, unless within such ten days either party shall file exceptions thereto for matter of law apparent upon the record, in which case said award shall go into practical operation and judgment be entered accordingly when such exceptions shall have been finally disposed of either by said circuit court or on appeal therefrom.

At the expiration of ten days from the decision of the circuit court upon exceptions taken to said award, as aforesaid, judgment shall be entered in accordance with said decision unless during said ten days either party shall appeal therefrom to the circuit court of appeals. In such case only such portion of the record shall be transmitted to the appellate court as is necessary to the proper understanding and consideration of the questions of law presented by said exceptions and to be decided.

The determination of said circuit court of appeals upon said questions shall be final, and being certified by the clerk thereof to said circuit court, judgment pursuant thereto shall thereupon be entered by said circuit court.

If exceptions to an award are finally sustained, judgment shall be entered setting aside the award. But in such case the parties may agree upon a judgment to be entered disposing of the subject-matter of the controversy, which judgment when entered shall have the same force and effect as judgment entered upon an award.

SEC. 5. For the purposes of this Act the arbitrators herein provided for, or either of them, shall have power to administer oaths and affirmations, sign subpoenas, require the attendance



and testimony of witnesses, and the production of such books, papers, contracts, agreements, and documents material to a just determination of the matters under investigation as may be ordered by the court; and may invoke the aid of the United States courts to compel witnesses to attend and testify and to produce such books, papers, contracts, agreements and documents to the same extent and under the same conditions and penalties as is provided for in the Act to regulate commerce, approved February fourth, eighteen hundred and eighty-seven, and the amendments thereto.

SEC. 6. Every agreement of arbitration under this act shall be acknowledged by the parties before a notary public or clerk of a district or circuit court of the United States, and when so acknowledged a copy of the same shall be transmitted to the chairman of the Interstate Commerce Commission, who shall file the same in the office of said commission.

Any agreement of arbitration which shall be entered into conforming to this Act, except that it shall be executed by employees individually instead of by a labor organization as their representative, shall, when duly acknowledged as herein provided, be transmitted to the chairman of the Interstate Commerce Commission, who shall cause a notice in writing to be served upon the arbitrators, fixing a time and place for a meeting of said board, which shall be within fifteen days from the execution of said agreement of arbitration: *Provided, however,* That the said chairman of the Interstate Commerce Commission shall decline to call a meeting of arbitrators under such agreement unless it be shown to his satisfaction that the employees signing the submission represent or include a majority of all employees in the service of the same employer and of the same grade and class, and that an award pursuant to said submission can justly be regarded as binding upon all such employees.

SEC. 7. During the pendency of arbitration under this Act it shall not be lawful for the employer, party to such arbitration, to discharge the employees, parties thereto, except for inefficiency, violation of law, or neglect of duty; nor for the organization representing such employees to order, nor for the employees to unite in, aid, or abet, strikes against said employer; nor, during a period of three months after an award under such an arbitration, for such employer to discharge any



such employees, except for the causes aforesaid, without giving thirty days' written notice of an intent so to discharge; nor for any such employees, during a like period, to quit the service of said employer without just cause, without giving to said employer thirty days' written notice of an intent so to do; nor for such organization representing such employees to order, counsel, or advise otherwise. Any violation of this section shall subject the offending party to liability for damages: *Provided*, That nothing herein contained shall be construed to prevent any employer, party to such arbitration, from reducing the number of its or his employees whenever in its or his judgment business necessities require such reduction.

SEC. 8. In every incorporation under the provisions of chapter five hundred and sixty-seven of the United States Statutes of eighteen hundred and eighty-five and eighteen hundred and eighty-six it must be provided in the articles of incorporation and in the constitution, rules, and by-laws that a member shall cease to be such by participating in or by instigating force or violence against persons or property during strikes, lockouts, or boycotts, or by seeking to prevent others from working through violence, threats, or intimidations. Members of such incorporations shall not be personally liable for the acts, debts, or obligations of the corporations, nor shall such corporations be liable for the acts of members or others in violation of law; and such corporations may appear by designated representatives before the board created by this Act, or in any suits or proceedings for or against such corporations or their members in any of the Federal courts.

SEC. 9. Whenever receivers appointed by Federal courts are in the possession and control of railroads, the employees upon such railroads shall have the right to be heard in such courts upon all questions affecting the terms and conditions of their employment, through the officers and representatives of their associations, whether incorporated or unincorporated, and no reduction of wages shall be made by such receivers without the authority of the court therefor upon notice to such employees, said notice to be not less than twenty days before the hearing upon the receivers' petition or application, and to be posted upon all customary bulletin boards along or upon the railway operated by such receiver or receivers.

SEC. 10. Any employer subject to the provisions of this

Act and any officer, agent, or receiver of such employer who shall require any employee, or any person seeking employment, as a condition of such employment, to enter into an agreement, either written or verbal, not to become or remain a member of any labor corporation, association, or organization; or shall threaten any employee with loss of employment, or shall unjustly discriminate against any employee because of his membership in such a labor corporation, association, or organization; or who shall require any employee or any person seeking employment, as a condition of such employment, to enter into a contract whereby such employee or applicant for employment shall agree to contribute to any fund for charitable, social, or beneficial purposes; to release such employer from legal liability for any personal injury by reason of any benefit received from such fund beyond the proportion of the benefit arising from the employer's contribution to such fund; or who shall, after having discharged an employee, attempt or conspire to prevent such employee from obtaining employment, or who shall, after the quitting of an employee, attempt or conspire to prevent such employee from obtaining employment, is hereby declared to be guilty of a misdemeanor, and, upon conviction thereof in any court of the United States of competent jurisdiction in the district in which such offense was committed, shall be punished for each offense by a fine of not less than one hundred dollars and not more than one thousand dollars.

SEC. 11. Each member of said board of arbitration shall receive a compensation of ten dollars per day for the time he is actually employed, and his traveling and other necessary expenses; and a sum of money sufficient to pay the same, together with the traveling and other necessary and proper expenses of any conciliation or arbitration had hereunder, not to exceed ten thousand dollars in any one year, to be approved by the chairman of the Interstate Commerce Commission and audited by the proper accounting officers of the Treasury, is hereby appropriated for the fiscal years ending June thirtieth, eighteen hundred and ninety-eight, and June thirtieth, eighteen hundred and ninety-nine, out of any money in the Treasury not otherwise appropriated.

SEC. 12. The Act to create boards of arbitration or commission for settling controversies and differences between railroad corporations and other common carriers engaged in interstate

or territorial transportation of property or persons and their employees, approved October first, eighteen hundred and eighty-eight, is hereby repealed.

Approved, June 1, 1898.

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### MASSACHUSETTS.

Chapter 263 of the Acts of 1886, approved June 2, entitled "An Act to provide for a State Board of Arbitration, for the settlement of differences between employers and their employees," was amended by St. 1887, chapter 269; St. 1888, chapter 261; and St. 1890, chapter 385.

Chapter 382 of the Acts of 1892 relates to the duties of expert assistants.

A consolidation and revision of Statutes went into effect December 31, 1901; since that date the Board acts under chapter 106 of the Revised Laws, of which the following are the provisions relating to the conciliation and arbitration of labor disputes:—

#### STATE BOARD OF CONCILIATION AND ARBITRATION.

SECTION 1. There shall be a state board of conciliation and arbitration consisting of three persons, one of whom shall annually, in June, be appointed by the governor, with the advice and consent of the council, for a term of three years from the first day of July following. One member of said board shall be an employer or shall be selected from an association representing employers of labor, one shall be selected from a labor organization and shall not be an employer of labor, and the third shall be appointed upon the recommendation of the other two, or if the two appointed members do not, at least thirty days prior to the expiration of a term, or within thirty days after the happening of a vacancy, agree upon the third member, he shall then be appointed by the governor. Each member shall, before entering upon the duties of his office, be sworn to the faithful performance thereof, and shall receive a salary at the rate of two thousand dollars a year and his necessary travelling and other expenses, which shall be paid by the

commonwealth. The board shall choose from its members a chairman, and may appoint and remove a secretary of the board and may allow him a salary of not more than twelve hundred dollars a year. The board shall from time to time establish such rules of procedure as shall be approved by the governor and council, and shall annually, on or before the first day of February, make a report to the general court.

#### DUTIES AND POWERS.

SECTION 2. If it appears to the mayor of a city or to the selectmen of a town that a strike or lockout described in this section is seriously threatened or actually occurs, he or they shall at once notify the state board. If, when the state board has knowledge that a strike or lockout, which involves an employer and his present or former employees, is seriously threatened or has actually occurred, such employer, at that time, is employing, or upon the occurrence of the strike or lockout, was employing, not less than twenty-five persons in the same general line of business in any city or town in the commonwealth, the state board shall, as soon as may be, communicate with such employer and employees and endeavor by mediation to obtain an amicable settlement or endeavor to persuade them, if a strike or lockout has not actually occurred or is not then continuing, to submit the controversy to a local board of conciliation and arbitration or to the state board. Said state board may, if it considers it advisable, investigate the cause of such controversy and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and may make and publish a report finding such cause and assigning such responsibility or blame. The board shall have the same powers for the foregoing purposes as are given to it by the provisions of the following section.

SECTION 3. If a controversy which does not involve questions which may be the subject of an action at law or suit in equity exists between an employer, whether an individual, a partnership or corporation employing not less than twenty-five persons in the same general line of business, and his employees, the board shall, upon application as hereinafter provided, and as soon as practicable, visit the place where the controversy exists and make careful inquiry into its cause, hear all persons interested



therein who come before it, advise the respective parties what ought to be done or submitted to by either or both to adjust said controversy, and make a written decision thereof which shall at once be made public, shall be open to public inspection and shall be recorded by the secretary of said board. A short statement thereof shall, in the discretion of the board, be published in the annual report, and the board shall cause a copy thereof to be filed with the clerk of the city or town in which said business is carried on. Said decision shall, for six months, be binding upon the parties who join in said application, or until the expiration of sixty days after either party has given notice in writing to the other party of his intention not to be bound thereby. Such notice may be given to said employees by posting it in three conspicuous places in the shop or factory where they work.

SECTION 4. Said application shall be signed by the employer or by a majority of his employees in the department of the business in which the controversy exists, or by their duly authorized agent, or by both parties, and if signed by an agent claiming to represent a majority of the employees, the board shall satisfy itself that he is duly authorized thereto in writing; but the names of the employees giving the authority shall be kept secret. The application shall contain a concise statement of the grievances complained of and a promise to continue in business or at work without any lockout or strike until the decision of the board, if made within three weeks after the date of filing the application. The secretary of the board shall forthwith, after such filing, cause public notice to be given of the time and place for a hearing on the application, unless both parties join in the application and present therewith a written request that no public notice be given. If such request is made, notice of the hearings shall be given to the parties in such manner as the board may order, and the board may give public notice thereof notwithstanding such request. If the petitioner or petitioners fail to perform the promise made in the application, the board shall proceed no further thereon without the written consent of the adverse party.

SECTION 5. In all controversies between an employer and his employees in which application is made under the provisions of the preceding section, each party may, in writing, nominate a fit person to act in the case as expert assistant to the board



and the board shall appoint such experts if so nominated. Said experts shall be skilled in and conversant with the business or trade concerning which the controversy exists, they shall be sworn by a member of the board to the faithful performance of their official duties and a record of their oath shall be made in the case. Said experts shall, if required, attend the sessions of the board, and shall, under direction of the board, obtain and report information concerning the wages paid and the methods and grades of work prevailing in establishments within the commonwealth similar to that in which the controversy exists, and they may submit to the board at any time before a final decision any facts, advice, arguments or suggestions which they may consider applicable to the case. No decision of said board shall be announced in a case in which said experts have acted without notice to them of a time and place for a final conference on the matters included in the proposed decision. Such experts shall receive from the commonwealth seven dollars each for every day of actual service and their necessary traveling expenses. The board may appoint such other additional experts as it considers necessary, who shall be qualified in like manner and, under the direction of the board, shall perform like duties and be paid the same fees as the experts who are nominated by the parties.

SECTION 6. The board may summon as witnesses any operative and any person who keeps the record of wages earned in the department of business in which the controversy exists, and may examine them upon oath and require the production of books which contain the record of wages paid. Summonses may be signed and oaths administered by any member of the board. Witnesses summoned by the board shall be allowed fifty cents for each attendance and also twenty-five cents for each hour of attendance in excess of two hours, and shall be allowed five cents a mile for travel each way from their respective places of employment or business to the place where the board is in session. Each witness shall certify in writing the amount of his travel and attendance, and the amount due him shall be paid forthwith by the board, for which purpose the board may have money advanced to it from the treasury of the commonwealth as provided in section thirty-five of chapter six.

## LOCAL BOARDS OF CONCILIATION AND ARBITRATION.

SECTION 7. The parties to any controversy described in section three may submit such controversy in writing to a local board of conciliation and arbitration which may either be mutually agreed upon or may be composed of three arbitrators, one of whom may be designated by the employer, one by the employees or their duly authorized agent and the third, who shall be chairman, by the other two. Such board shall, relative to the matters referred to it, have and exercise all the powers of the state board, and its decision shall have such binding effect as may be agreed upon by the parties to the controversy in the written submission. Such board shall have exclusive jurisdiction of the controversy submitted to it, but it may ask the advice and assistance of the state board. The decision of such board shall be rendered within ten days after the close of any hearing held by it; and shall forthwith be filed with the clerk of the city or town in which the controversy arose, and a copy thereof shall be forwarded by said clerk to the state board. Each of such arbitrators shall be entitled to receive from the treasury of the city or town in which the controversy submitted to them arose, with the approval in writing of the mayor of such city or of the selectmen of such town, the sum of three dollars for each day of actual service, not exceeding ten days for any one arbitration.

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**NEW YORK.**

A state board of arbitration was established in 1886, to decide appeals from such temporary boards as might be formed in special cases when that mode of settlement had been resorted to by the parties in interest. In 1887 it was given concurrent jurisdiction, and, for the purpose of inducing agreements, mediation was added to its functions. From 1897 the state board of mediation and arbitration acted under chapter 415 of the laws of that year, known as the labor law (which was a revision and consolidation of previous enactments, being chapter XXXII of the General Laws), until February 7, 1901 (chapter 9), when a department of labor was created in three bureaus: for factory inspection, for labor statistics and

for mediation and arbitration. The affairs of the first two bureaus are each administered by a deputy appointed and removable at pleasure by the commissioner of labor.

The head of the department has special charge of the bureau of mediation and arbitration, and for such functions has for assessors the two deputy commissioners. These three constitute the board to which the following provisions of article X of the Labor Law now refer: —

§ 142. **Arbitration by the board.** — A grievance or dispute between an employer and his employes may be submitted to the board of arbitration and mediation for their determination and settlement. Such submission shall be in writing, and contain a statement in detail of the grievance or dispute and the cause thereof, and also an agreement to abide the determination of the board, and during the investigation to continue in business or at work, without a lock-out or strike.

Upon such submission the board shall examine the matter in controversy. For the purpose of such inquiry they may subpœna witnesses, compel their attendance and take and hear testimony. Witnesses shall be allowed the same fees as in courts of record. The decision of the board must be rendered within ten days after the completion of the investigation.

§ 143. **Mediation in case of strike or lock-out.** — Whenever a strike or lock-out occurs or is seriously threatened, the board shall proceed as soon as practicable to the locality thereof, and endeavor, by mediation, to effect an amicable settlement of the controversy. It may inquire into the cause thereof, and for that purpose has the same power as in the case of a controversy submitted to it for arbitration.

§ 144. **Decisions of board.** — Within ten days after the completion of every examination or investigation authorized by this article, the board or majority thereof shall render a decision, stating such details as will clearly show the nature of the controversy and the points disposed of by them, and make a written report of their findings of fact and of their recommendations to each party to the controversy.

Every decision and report shall be filed in the office of the board and a copy thereof served upon each party to the controversy, and in case of a submission to arbitration, a copy shall

be filed in the office of the clerk of the county or counties where the controversy arose.

§ 145. **Annual report.** — The board shall make an annual report to the legislature, and shall include therein such statements and explanations as will disclose the actual work of the board, the facts relating to each controversy considered by them and the decision thereon, together with such suggestions as to legislation as may seem to them conducive to harmony in the relations of employers and employees.

§ 146. **Submission of controversies to local arbitrators.** — A grievance or dispute between an employer and his employes may be submitted to a board of arbitrators, consisting of three persons, for hearing and settlement. When the employes concerned are members in good standing of a labor organization, which is represented by one or more delegates in a central body, one arbitrator may be appointed by such central body and one by the employer. The two so designated shall appoint a third, who shall be chairman of the board.

If the employes concerned in such grievance or dispute are members of good standing of a labor organization which is not represented in a central body, the organization of which they are members may select and designate one arbitrator. If such employes are not members of a labor organization, a majority thereof, at a meeting duly called for that purpose, may designate one arbitrator for such board.

§ 147. **Consent; oath; powers of arbitrators.** — Before entering upon his duties, each arbitrator so selected shall sign a consent to act and take and subscribe an oath to faithfully and impartially discharge his duties as such arbitrator, which consent and oath shall be filed in the clerk's office of the county or counties where the controversy arose. When such board is ready for the transaction of business, it shall select one of its members to act as secretary, and notice of the time and place of hearing shall be given to the parties to the controversy.

The board may, through its chairman, subpoena witnesses, compel their attendance and take and hear testimony:

The board may make and enforce rules for its government and the transaction of the business before it, and fix its sessions and adjournments.



§ 148. **Decision of arbitrators.** — The board shall, within ten days after the close of the hearing, render a written decision, signed by them, giving such details as clearly show the nature of the controversy and the questions decided by them. Such decision shall be a settlement of the matter submitted to such arbitrators, unless within ten days thereafter an appeal is taken therefrom to the state board of mediation and arbitration.

One copy of the decision shall be filed in the office of the clerk of the county or counties where the controversy arose, and one copy shall be transmitted to the secretary of the state board of mediation and arbitration.

§ 149. **Appeals.** — The state board of mediation and arbitration shall hear, consider and investigate every appeal to it from any such board of local arbitrators, and its decisions shall be in writing and a copy thereof filed in the clerk's office of the county or counties where the controversy arose, and duplicate copies served upon each party to the controversy. Such decision shall be final and conclusive upon all parties to the arbitration.

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## MONTANA.

There was a law in Montana, approved Feb. 28, 1887, entitled "An Act to provide for a territorial board of arbitration for the settlement of differences between employers and employes." The Legislative Assembly of the territory on March 14, 1889, created a commission to codify laws and procedure, and to revise, simplify and consolidate statutes; and Montana became a state on November 8 of the same year.

The following is the law relating to arbitration of industrial disputes, as it appears in "The Codes and Statutes of Montana in force July 1, 1895."

### THE POLITICAL CODE.

#### [Part III, Title VII, Chapter XIX.]

§ 3330. There is a state board of arbitration and conciliation consisting of three members, whose term of office is two



years and until their successors are appointed and qualified. The board must be appointed by the governor, with the advice and consent of the senate. If a vacancy occurs at any time the governor shall appoint some one to serve out the unexpired term, and he may in like manner remove any member of said board. [§ 3330. *Act approved March 15, 1895.*]

§ 3331. One of the board must be an employer, or selected from some association representing employers of labor; and one of them must be a laborer, or selected from some labor organization, and not an employer of labor, and the other must be a disinterested citizen.

§ 3332. The members of the board must, before entering upon the duties of their office, take the oath required by the constitution. They shall at once organize by the choice of one of their number as chairman. Said board may appoint and remove a clerk of the board, who shall receive such compensation as may be allowed by the board, but not exceeding five dollars per day for the time employed. The board shall, as soon as possible after its organization, establish such rules or modes of procedure as are necessary, subject to the approval of the governor. [§ 3332. *Act approved March 15, 1895.*]

§ 3333. Whenever any controversy or dispute, not involving questions which may be the subject of a civil action, exists between an employer (if he employs twenty or more in the same general line of business in the state) and his employes, the board must, on application as is hereinafter provided, visit the locality of the dispute and make inquiry into the cause thereof, hear all persons interested therein who may come before them, advise the respective parties what, if anything, ought to be done, by either or both, to adjust said dispute, and the board must make a written decision thereon. The decision must at once be made public, and must be recorded in a book kept by the clerk of the board, and a statement thereof published in the annual report, and the board must cause a copy thereof to be filed with the clerk of the county where the dispute arose.

§ 3334. The application to the board of arbitration and conciliation must be signed by the employer, or by a majority of his employes in the department of the business in which the controversy or difference exists, or their duly authorized agent or by both parties, and shall contain a concise statement of the

grievances complained of, and a promise to continue on in business or at work without any lockout or strike until the decision of said board if it shall be made within four weeks of the date of filing said application. When an application is signed by an agent claiming to represent a majority of such employes, the board shall satisfy itself that such agent is duly authorized in writing to represent such employes, but the names of the employes giving such authority shall be kept secret by said board; as soon as may be after the receipt of said application the secretary of said board shall cause public notice to be given for the time and place for the hearing thereon; but public notice need not be given when both parties to the controversy join in the application and present therewith a written request that no public notice be given; when such request is made notice shall be given to the parties interested in such manner as the board may order; and the board may, at any stage of the proceedings, cause public notice to be given, notwithstanding such request. When notice has been given as aforesaid, each of the parties to the controversy, the employer on one side, and the employes interested on the other side, may in writing nominate, and the board may appoint, one person to act in the case as expert assistant to the board.

The two persons so appointed shall be skilled in and conversant with the business or trade concerning which the dispute has arisen. It shall be their duty, under the direction of the board, to obtain and report to the board, information concerning the wages paid, the hours of labor and the methods and grades of work prevailing in manufacturing establishments, or other industries or occupations, within the state of a character similar to that in which the matters in dispute have arisen. Said expert assistants shall be sworn to the faithful discharge of their duty; such oath to be administered by any member of the board, and a record thereof shall be preserved with the record of the proceedings in the case. They shall be entitled to receive from the treasury of the state such compensation as shall be allowed and certified by the board not exceeding ——— dollars per day, together with all necessary traveling expenses. Nothing in this act shall be construed to prevent the board from appointing such other additional expert assistant or assistants as it may deem necessary, who shall be paid in like manner. Should the petitioner or petitioners fail to

perform the promise made in said application, the board shall proceed no further thereupon without the written consent of the adverse party. The board shall have power to summon as witness any operative or employe in the department of business affected and any person who keeps the records of wages earned in those departments, and to examine them under oath, and to require the production of books containing the record of wages paid. Summons may be signed and oaths administered by any member of the board. [§ 3334. *Act approved March 15, 1895.*]

§ 3335. Upon the receipt of such application and after such notice, the board shall proceed as before provided, and render a written decision, which shall be open to public inspection, shall be recorded upon the records of the board, and published at the discretion of the same in an annual report to be made to the governor on or before the first day of December in each year. [§ 3335. *Act approved March 15, 1895.*]

§ 3336. Any decision made by the board is binding upon the parties who join in the application for six months, or until either party has given the other notice in writing of his intention not to be bound by the same at the expiration of sixty days therefrom. The notice must be given to employes by posting the same in three conspicuous places in the shop, office, factory, store, mill, or mine where the employes work.

§ 3337. The parties to any controversy or difference as described in § 3333 of this code may submit the matters in dispute, in writing, to a local board of arbitration and conciliation; such board may be either mutually agreed upon, or the employer may designate one of the arbitrators, the employes, or their duly authorized agent, another, and the two arbitrators so designated may choose a third, who shall be chairman of the board. Such board shall, in respect to the matters referred to it, have and exercise all the powers which the state board might have and exercise, and its decision shall whatever binding effect may be agreed by the parties to the controversy in the written submission. The jurisdiction of such board shall be exclusive in respect to the matters submitted to it, but it may ask and receive the advice and assistance of the state board. The decision of such board shall be rendered within ten days of the close of any hearing held by it; such decision shall at once be filed with the clerk of the county in which the controversy or

difference arose, and a copy thereof shall be forwarded to the state board and entered on its records. Each of such arbitrators shall be entitled to receive from the treasury of the county in which the controversy or difference that is the subject of the arbitration exists, if such payment shall be approved by the commissioners of said county, the sum of three dollars for each day of actual service, not exceeding ten days for any one arbitration.

Whenever it is made to appear to the mayor of any city or two commissioners of any county, that a strike or lockout such as described hereafter in this section is seriously threatened or actually occurs, the mayor of such city, or said commissioners of such county, shall at once notify the state board of the fact.

Whenever it shall come to the knowledge of the state board, either by notice from the mayor of a city, or two or more commissioners of a county, as provided in this section, or otherwise, that a strike or lockout is seriously threatened or has actually occurred in any city or county of this state, involving an employer and his present or past employes, if at the time he is employing or up to the occurrence of the strike or lockout was employing not less than twenty persons in the same general line of business in any city, town or county in this state, it shall be the duty of the state board to put itself in communication as soon as may be with such employer and employes, and endeavor by mediation to effect an amicable settlement between them, or to endeavor to persuade them, providing that a strike or lockout has not actually occurred or is not then continuing, to submit the matters in dispute to a local board of arbitration and conciliation as above provided, or to the state board; and said state board may, if it deems it advisable, investigate the cause or causes of such controversy, and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and may make and publish a report finding such cause or causes, and assigning such responsibility or blame. The board shall have the same powers for the foregoing purposes as are given it by § 3333 of this code.

Witnesses summoned by the state board shall be allowed the sum of fifty cents for each attendance, and the further sum of twenty-five cents for each hour of attendance in excess of two hours, and shall be allowed five cents a mile for travel each way from their respective places of employment or business to



the place where the board is in session. Each witness shall certify in writing the amount of his travel and attendance, and the amount due him shall be (see § 9 of Massachusetts act and make such provision as deemed best) certified to the state board of examiners for auditing, and the same shall be paid as other expenses of the state from any moneys in the state treasury. [§ 3337. *Act approved March 15, 1895.*]

§ 3338. The arbitrators hereby created must be paid five dollars for each day of actual service and their necessary traveling expenses and necessary books or record, to be paid out of the treasury of the state, as by law provided.

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### MICHIGAN.

[Public Acts, 1889, No. 238.]

**An Act to provide for the amicable adjustment of grievances and disputes that may arise between employers and employés, and to authorize the creation of a State court of mediation and arbitration.**

SECTION 1. *The people of the State of Michigan enact*, That whenever any grievance or dispute of any nature shall arise between any employer and his employés, it shall be lawful to submit the same in writing to a court of arbitrators for hearing and settlement, in the manner hereinafter provided.

SEC. 2. After the passage of this act the Governor may, whenever he shall deem it necessary, with the advice and consent of the Senate, appoint a State court of mediation and arbitration, to consist of three competent persons, who shall hold their terms of office, respectively, one, two and three years, and upon the expiration of their respective terms the said term of office shall be uniformly for three years. If any vacancy happens by resignation or otherwise he shall, in the same manner, appoint an arbitrator for the residue of the term. If the Senate shall not be in session at the time any vacancy shall occur or exist, the Governor shall appoint an arbitrator to fill the vacancy, subject to the approval of the Senate when convened. Said court shall have a clerk or secretary, who shall be appointed by the court, to serve three years, whose duty it shall be to keep a full and faithful record of the proceedings of the court and also all documents, and to perform such other duties as the said



court may prescribe. He shall have power, under the direction of the court, to issue subpoenas, to administer oaths in all cases before said court, to call for and examine all books, papers and documents of any parties to the controversy, with the same authority to enforce their production as is possessed by the courts of record, or the judges thereof, in this State. Said arbitrators and clerk shall take and subscribe the constitutional oath of office, and be sworn to the due and faithful performance of the duties of their respective offices before entering upon the discharge of the same. An office shall be set apart in the capitol by the person or persons having charge thereof, for the proper and convenient transaction of the business of said court.

SEC. 3. Any two of the arbitrators shall constitute a quorum for the transaction of business, and may hold meetings at any time or place within the State. Examinations or investigations ordered by the court may be held and taken by and before any one of their number, if so directed. But the proceedings and decisions of any single arbitrator shall not be deemed conclusive until approved by the court or a majority thereof. Each arbitrator shall have power to administer oaths.

SEC. 4. Whenever any grievance or dispute of any nature shall arise between any employer and his employés, it shall be lawful for the parties to submit the same directly to said State court, and shall jointly notify said court or its clerk, in writing, of such grievance or dispute. Whenever such notification to said court or its clerk is given, it shall be the duty of said court to proceed, with as little delay as possible, to the locality of such grievance or dispute, and inquire into the cause or causes of grievance or dispute. The parties to the grievance or dispute shall thereupon submit to said court, in writing, succinctly, clearly and in detail, their grievances and complaints, and the cause or causes thereof, and severally agree in writing to submit to the decision of said court as to matters so submitted, and a promise or agreement to continue on in business or at work, without a lockout or strike, until the decision of said court, provided it shall be rendered within ten days after the completion of the investigation. The court shall thereupon proceed to fully investigate and inquire into the matters in controversy, and to take testimony, under oath, in relation thereto, and shall have power, by its chairman or clerk, to administer oaths, to issue subpoenas for the attendance of witnesses, the production of books and papers, to the same

extent as such power is possessed by courts of record, or the judges thereof, in this State.

SEC. 5. After the matter has been fully heard the said board, or majority of its members, shall, within ten days, render a decision thereon in writing, signed by them, or a majority of them, stating such details as will clearly show the nature of the decision and the points disposed of by them. The decision shall be in triplicate, one copy of which shall be filed by the clerk of the court in the clerk's office of the county where the controversy arose, and one copy shall be served on each of the parties to the controversy.

SEC. 6. Whenever a strike or lockout shall occur or is seriously threatened, in any part of the State, and shall come to the knowledge of the court, it shall be its duty, and it is hereby directed to proceed, as soon as practicable, to the locality of such strike or lockout and put itself in communication with the parties to the controversy, and endeavor by mediation to effect an amicable settlement of such controversy; and, if in its judgment it is deemed best, to inquire into the cause or causes of the controversy, and to that end the court is hereby authorized to subpœna witnesses, compel their attendance, and send for persons and papers, in like manner and with the same powers as it is authorized to do by section four of this act.

SEC. 7. The fees of witnesses shall be one dollar for each day's attendance, and seven cents per mile traveled by the nearest route in getting to and returning from the place where attendance is required by the court, to be allowed by the board of State auditors upon the certificate of the court. All subpœnas shall be signed by the secretary of the court, and may be served by any person of full age authorized by the court to serve the same.

SEC. 8. Said court shall make a yearly report to the Legislature, and shall include therein such statements, facts and explanations as will disclose the actual working of the court, and such suggestions as to legislation, as may seem to them conducive to harmonizing the relations of, and disputes between, employers and the wage-earning.

SEC. 9. Each arbitrator shall be entitled to five dollars per day for actual service performed, payable from the treasury of the State. The clerk or secretary shall be appointed from one of their number, and shall receive an annual salary not to ex-

ceed twelve hundred dollars, without per diem, per year, payable in the same manner.

SEC. 10. Whenever the term "employer" or "employers" is used in this act it shall be held to include "firm" "joint stock association," "company" or "corporation," as fully as if each of the last named terms was expressed in each place. [*Approved July 3, 1889.*]

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### CALIFORNIA.

**An Act to provide for a State Board of Arbitration for the settlement of differences between employers and employés, to define the duties of said Board, and to appropriate the sum of twenty-five hundred dollars therefor.**

*The People of the State of California, represented in Senate and Assembly, do enact as follows:*

SECTION 1. On or before the first day of May of each year, the Governor of the State shall appoint three competent persons to serve as a State Board of Arbitration and Conciliation. One shall represent the employers of labor, one shall represent labor employés, and the third member shall represent neither, and shall be Chairman of the Board. They shall hold office for one year and until their successors are appointed and qualified. If a vacancy occurs, as soon as possible thereafter the Governor shall appoint some one to serve the unexpired term; *provided, however*, that when the parties to any controversy or difference, as provided in section two of this Act, do not desire to submit their controversy to the State Board, they may by agreement each choose one person, and the two shall choose a third, who shall be Chairman and umpire, and the three shall constitute a Board of Arbitration and Conciliation for the special controversy submitted to it, and shall for that purpose have the same powers as the State Board. The members of the said Board or Boards, before entering upon the duties of their office, shall be sworn to faithfully discharge the duties thereof. They shall adopt such rules of procedure as they may deem best to carry out the provisions of this Act.

SEC. 2. Whenever any controversy or difference exists between an employer, whether an individual, copartnership, or corporation, which, if not arbitrated, would involve a strike or

lockout, and his employés, the Board shall, upon application, as hereinafter provided, and as soon as practicable thereafter, visit, if necessary, the locality of the dispute and make careful inquiry into the cause thereof, hear all persons interested therein who may come before them, advise the respective parties what, if anything, ought to be done or submitted to by either, or both, to adjust said dispute, and make a written decision thereof. This decision shall at once be made public, shall be recorded upon proper books of record to be kept by the board.

SEC. 3. Said application shall be signed by said employer, or by a majority of his employés in the department of the business in which the controversy or difference exists, or their duly authorized agent, or by both parties, and shall contain a concise statement of the grievances complained of, and a promise to continue on in business or at work, without any lockout or strike, until the decision of said Board, which must, if possible, be made within three weeks of the date of filing the application. Immediately upon the receipt of said application, the Chairman of said Board shall cause public notice to be given of the time and place for hearing. Should the petitioners fail to keep the promise made therein, the Board shall proceed no further thereupon without the written consent of the adverse party. And the party violating the contract shall pay the extra cost of the Board entailed thereby. The Board may then reopen the case and proceed to the final arbitration thereof as provided in section two hereof.

SEC. 4. The decision rendered by the Board shall be binding upon the parties who join in the application for six months, or until either party has given the other a written notice of his intention not to be further bound by the conditions thereof after the expiration of sixty days or any time agreed upon by the parties, which agreement shall be entered as a part of the decision. Said notice may be given to the employés by posting a notice thereof in three conspicuous places in the shop or factory where they work.

SEC. 5. Both employers and employés shall have the right at any time to submit to the Board complaints of grievances and ask for an investigation thereof. The Board shall decide whether the complaint is entitled to a public investigation, and if they decide in the affirmative, they shall proceed to hear the testimony, after giving notice to all parties concerned, and



publish the result of their investigations as soon as possible thereafter.

SEC. 6. The arbitrators hereby created shall be paid five dollars per day for each day of actual service, and also their necessary traveling and other expenses incident to the duties of their office shall be paid out of the State Treasury; but the expenses and salaries hereby authorized shall not exceed the sum of twenty-five hundred dollars for the two years.

SEC. 7. The sum of twenty-five hundred dollars is hereby appropriated out of any money in the State Treasury not otherwise appropriated, for the expenses of the Board for the first two years after its organization.

SEC. 8. This Act shall take effect and be in force from and after its passage. [*Approved March 10, 1891.*]

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### NEW JERSEY.

**An Act to provide for the amicable adjustment of grievances and disputes that may arise between employers and employees, and to authorize the creation of a state board of arbitration.**

1. BE IT ENACTED by the Senate and General Assembly of the State of New Jersey, That whenever any grievance or dispute of any nature growing out of the relation of employer and employee shall arise or exist between employer and employees, it shall be lawful to submit all matters respecting such grievance or dispute, in writing, to a board of arbitrators, to hear, adjudicate and determine the same; said board shall consist of five persons; when the employees concerned in any such grievance or dispute as aforesaid are members in good standing of any labor organization, which is represented by one or more delegates in a central body, the said central body shall have power to designate two of said arbitrators; and the employer shall have the power to designate two others of said arbitrators, and the said four arbitrators shall designate a fifth person as arbitrator, who shall be chairman of the board; in case the employees concerned in any such grievance or dispute as aforesaid are members in good standing of a labor organization which is not represented in a central body, then the organization of which they are members shall have the power to select and designate two arbi-



trators for said board, and said board shall be organized as hereinbefore provided; and in case the employees concerned in any such grievance or dispute as aforesaid are not members of any labor organization, then a majority of said employees, at a meeting duly held for that purpose, shall designate two arbitrators for said board, and the said board shall be organized as hereinbefore provided.

2. *And be it enacted*, That any board as aforesaid selected may present a petition to the county judge of the county where such grievances or disputes to be arbitrated may arise, signed by at least a majority of said board, setting forth in brief terms the nature of the grievance or dispute between the parties to said arbitration, and praying the license or order of such judge establishing and approving said board of arbitration; upon the presentation of said petition it shall be the duty of the said judge to make an order establishing such board of arbitration and referring the matters in dispute to it for hearing, adjudication and determination; the said petition and order or a copy thereof shall be filed in the office of the clerk of the county in which the said judge resides.

3. *And be it enacted*, That the arbitrators so selected shall sign a consent to act as such, and shall take and subscribe an oath before an officer authorized to administer oaths, to faithfully and impartially discharge his duties as such arbitrator, which consent and oath shall be immediately filed in the office of the clerk of the county wherein such arbitrators are to act; when the said board is ready for the transaction of business, it shall select one of its members to act as secretary, and the parties to the dispute shall receive notice of a time and place of hearing; the chairman shall have power to administer oaths and to issue subpoenas for the production of books and papers, and for the attendance of witnesses, to the same extent that such power is possessed by the courts of records or the judges thereof in this state; the board may make and enforce the rules for its government and transaction of the business before it and fix its sessions and adjournments, and shall hear and examine such witnesses as may be brought before the board, and such other proof as may be given relative to the matters in dispute.

4. *And be it enacted*, That after the matter has been fully heard, the said board or a majority of its members shall within ten days render a decision thereon, in writing, signed by them,

giving such details as will clearly show the nature of the decision and the matters adjudicated and determined; such adjudication and determination shall be a settlement of the matter referred to said arbitrators, unless an appeal is taken therefrom as hereinafter provided; the adjudication and determination shall be in duplicate, one copy of which shall be filed in the office of the clerk of the county, and the other transmitted to the secretary of the state board of arbitration hereinafter mentioned, together with the testimony taken before said board.

5. *And be it enacted*, That when the said board shall have rendered its adjudication and determination its powers shall cease, unless there may be in existence at the time other similar grievances or disputes between the same classes of persons mentioned in section one, and in such case such persons may submit their differences to the said board, which shall have power to act and adjudicate and determine the same as fully as if said board was originally created for the settlement of such other difference or differences.

6. *And be it enacted*, That within thirty days after the passage of this act the governor shall appoint a state board of arbitration, to consist of three competent persons, each of whom shall hold his office for the term of five years; one of said persons shall be selected from a bona fide labor organization of this state. If any vacancy happens, by resignation or otherwise, the governor shall, in the same manner, appoint an arbitrator for the residue of the term; said board shall have a secretary, who shall be appointed by and hold office during the pleasure of the board and whose duty shall be to keep a full and faithful record of the proceedings of the board and also possession of all documents and testimony forwarded by the local boards of arbitration, and perform such other duties as the said board may prescribe; he shall have power, under the direction of the board, to issue subpoenas, to administer oaths in all cases before said board, to call for and examine books, papers and documents of any parties to the controversy, with the same authority to enforce their production as is possessed by the courts of record, or the judges thereof, in this state; said arbitrators of said state board and the clerk thereof shall take and subscribe the constitutional oath of office, and be sworn to the due and faithful performance of the duties of their respective offices before entering upon the discharge of the same; an office

shall be set apart in the capitol by the person having charge thereof, for the proper and convenient transaction of the business of said board.

7. *And be it enacted*, That an appeal may be taken from the decision of any local board of arbitration within ten days after the filing of its adjudication and determination of any case; it shall be the duty of the said state board of arbitration to hear and consider appeals from the decisions of local boards and promptly to proceed to the investigation of such cases, and the adjudication and determination of said board thereon shall be final and conclusive in the premises upon all parties to the arbitration; such adjudications and determinations shall be in writing, and a copy thereof shall be furnished to each party; any two of the state board of arbitrators shall constitute a quorum for the transaction of business, and may hold meetings at any time or place within the state; examinations or investigations ordered by the state board may be held and taken by and before any one of their number if so directed; but the proceedings and decision of any single arbitrator shall not be deemed conclusive until approved by the board or a majority thereof; each arbitrator shall have power to administer oaths.

8. *And be it enacted*, That whenever any grievance or dispute of any nature shall arise between any employer and his employees, it shall be lawful for the parties to submit the same directly to said state board in the first instance, in case such parties elect to do so, and shall jointly notify said board or its clerk, in writing, of such election; whenever such notification to said board or its clerk is given, it shall be the duty of said board to proceed, with as little delay as possible, to the locality of such grievance or dispute, and inquire into the cause or causes of grievance or dispute; the parties to the grievance or dispute shall thereupon submit to said board, in writing, succinctly, clearly and in detail, their grievances and complaints, and the cause or causes thereof, and severally agree, in writing, to submit to the decision of said board as to matters so submitted, and a promise or agreement to continue on in business or at work, without a lockout or strike until the decision of said board, provided it shall be rendered within ten days after the completion of the investigation; the board shall thereupon proceed to fully investigate and inquire into the matters in controversy, and to take testimony under oath in relation thereto,



and shall have power by its chairman or clerk, to administer oaths, to issue subpœnas for the attendance of witnesses, the production of books and papers, to the same extent as such power is possessed by courts of record, or the judges thereof, in this State.

9. *And be it enacted*, That after the matter has been fully heard, the said board, or a majority of its members, shall, within ten days, render a decision thereon in writing, signed by them or a majority of them, stating such details as will clearly show the nature of the decision, and the points disposed of by them; the decision shall be in triplicate, one copy of which shall be filed by the clerk of the board in the clerk's office of the county where the controversy arose, and one copy shall be served on each of the parties to the controversy.

10. *And be it enacted*, That whenever a strike or lockout shall occur or is seriously threatened in any part of the state, and shall come to the knowledge of the board, it shall be its duty, and it is hereby directed to proceed, as soon as practicable, to the locality of such strike or lockout and put itself in communication with the parties to the controversy, and endeavor by mediation to effect an amicable settlement of such controversy; and, if in its judgment it is deemed best, to inquire into the cause of the controversy, and to that end the board is hereby authorized to subpœna witnesses, compel their attendance, and send for persons and papers, in like manner and with the same powers as it is authorized to do by section eight of this act.

11. *And be it enacted*, That the fees of witnesses of aforesaid state board shall be fifty cents for each day's attendance and four cents per mile traveled by the nearest route in getting to or returning from the place where attendance is required by the board; all subpœnas shall be signed by the secretary of the board and may be served by any person of full age, authorized by the board to serve the same.

12. *And be it enacted*, That said board shall annually report to the legislature, and shall include in their report such statements, facts and explanations as will disclose the actual working of the board, and such suggestions with regard to legislation as may seem to them conducive to harmonizing the relations of and disputes between employers and employees, and the improvement of the present system of production by labor.

13. *And be it enacted*, That each arbitrator of the state board and the secretary thereof shall receive ten dollars for each and every day actually employed in the performance of his duties herein and actual expenses incurred, including such rates of mileage as are now provided by law, payable by the state treasurer on duly approved vouchers.

14. *And be it enacted*, That whenever the term "employer" or "employers" is used in this act it shall be held to include "firm," "joint stock association," "company," "corporation," or "individual and individuals," as fully as if each of said terms was expressed in each place.

15. *And be it enacted*, That this act shall take effect immediately. [*Approved March 24, 1892. P. L., Chap. 137.*]

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A Supplement to an act entitled "An act to provide for the amicable adjustment of grievances and disputes that may arise between employers and employees, and to authorize the creation of a state board of arbitration," approved March twenty-fourth, eighteen hundred and ninety-two, and to end the term of office of any person or persons appointed under this act.

1. BE IT ENACTED *by the Senate and General Assembly of the State of New Jersey*, That Samuel S. Sherwood, William M. Doughty, James Martin, Charles A. Houston, Joseph L. Moore be and they are hereby constituted a board of arbitration, each to serve for the term of three years from the approval of this supplement, and that each arbitrator herein named shall receive an annual salary of twelve hundred dollars per annum, in lieu of all fees, per diem compensation and mileage, and one of said arbitrators shall be chosen by said arbitrators as the secretary of said board, and he shall receive an additional compensation of two hundred dollars per annum, the salaries herein stated to be payable out of moneys in the state treasury not otherwise appropriated.

2. *And be it enacted*, That in case of death, resignation or incapacity of any member of the board, the governor shall appoint, by and with the advice and consent of the senate, an arbitrator to fill the unexpired term of such arbitrator or arbitrators so dying, resigning or becoming incapacitated.

3. *And be it enacted*, That the term of office of the arbitra-



tors now acting as a board of arbitrators, shall, upon the passage of this supplement, cease and terminate, and the persons named in this supplement as the board of arbitrators shall immediately succeed to and become vested with all the powers and duties of the board of arbitrators now acting under the provisions of the act of which this act is a supplement.

4. *And be it enacted*, That after the expiration of the terms of office of the persons named in this supplement, the governor shall appoint by and with the advice and consent of the senate their successors for the length of term and at the salary named in the first section of this supplement.

5. *And be it enacted*, That this act shall take effect immediately. [*Approved March 25, 1895. P. L., Chap. 341.*]

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## OHIO.

On March 14, 1893, Ohio adopted a law providing for a State board of arbitration. The statute, as amended May 21, 1894, and April 27, 1896, is as follows:—

**An Act to provide for a state board of arbitration for the settlement of differences between employers and their employes and to repeal an act entitled “An act to authorize the creation and to provide for the operation of tribunals of voluntary arbitration, to adjust industrial disputes between employers and employes,” passed Feb. 10, 1885.**

SECTION 1. *Be it enacted by the General Assembly of the State of Ohio*, That within thirty days after the passage of this act, the governor of the state, with the advice and consent of the senate, shall appoint three competent persons to serve as a state board of arbitration and conciliation in the manner hereinafter provided. One of them shall be an employer or selected from some association representing employers of labor, one of them shall be an employe or an employee selected from some labor organization and not an employer of labor, and the third shall be appointed upon the recommendation of the other two; provided, however, that if the two appointed do not agree on the third man at the expiration of thirty days, he shall be appointed by the governor; and provided, also, that appointments made when the senate is not in session may be confirmed at the next ensuing session.

SECTION 2. One shall be appointed for one year, one for two years, and one for three years, and all appointments thereafter shall be for three years or until their respective successors are appointed in the manner above provided. If, for any reason a vacancy occurs at any time, the governor shall, in the same manner, appoint some person to serve out the unexpired term, and he may remove any member of said board.

SECTION 3. Each member of said board shall, before entering upon the duties of his office, be sworn to a faithful discharge thereof. They shall organize at once by the choice of one of their number as chairman, and one of their number as secretary. The board shall, as soon as possible after its organization, establish such rules of procedure as shall be approved by the governor.

SECTION 4. Whenever any controversy or difference not involving questions which may be the subject of a suit or action in any court of the state exists between an employer (whether an individual, copartnership or corporation) and his employes, if, at the time he employs not less than twenty-five persons in the same general line of business in this state, the board shall, upon application as hereinafter provided and as soon as practical thereafter, visit the locality of the dispute and make careful inquiry into the cause thereof, hear all persons interested therein who may come, or be subpoenaed before them, advise the respective parties what, if anything, ought to be done or submitted to by either or both to adjust said dispute. The term employer in this act includes several employers co-operating with respect to any such controversy or difference, and the term employes includes aggregations of employes of several employers so co-operating. And where any strike or lock-out extends to several counties, the expenses incurred under this act are not payable out of the state treasury, shall be apportioned among and paid by such counties as said board may deem equitable and may direct.

SECTION 5. Such mediation having failed to bring about an adjustment of the said differences, the board shall immediately make out a written decision thereon. This decision shall at once be made public, shall be recorded upon proper books of record to be kept by the secretary of said board, and a short statement thereof published in the annual report hereinafter provided for, and the said board shall cause a copy thereof to be filed with the clerk of the city or county where said business is carried on.

SECTION 6. Said application for arbitration and conciliation to said board can be made by either or both parties to the controversy ; and shall be signed in the respective instances by said employer or by a majority of his employes in the department of the business in which the controversy or difference exists, or the duly authorized agent of either or both parties. When an application is signed by an agent claiming to represent a majority of such employes, the board shall satisfy itself that such agent is duly authorized in writing to represent such employes, but the names of the employes giving such authority shall be kept secret by said board.

SECTION 7. Said application shall contain a concise statement of the grievances complained of, and a promise to continue on in business or at work in the same manner as at the time of the application, without any lock-out or strike, until the decision of said board, if it shall be made within ten days of the date of filing said application ; provided, a joint application may contain a stipulation that the decision of the board under such joint application shall be binding upon the parties to the extent so stipulated, and such decision to such extent may be made and enforced as a rule of court in the court of common pleas of the county from which such joint application comes, as upon a statutory award.

SECTION 8. As soon as may be, after the receipt of said application, the secretary of said board shall cause public notice to be given of the time and place for the hearing therein, but public notice need not be given when both parties to the controversy join in the application and present therewith a written request that no public notice be given. When such request is made, notice shall be given to the parties interested in such manner as the board may order, and the board may, at any stage of the proceedings, cause public notice to be given, notwithstanding such request. Should the petitioner or petitioners fail to perform the promise made in said application, the board shall proceed no further therein without the written consent of the adverse party.

SECTION 9. The board shall have power to subpoena as witnesses any operative in the department of business affected, or other persons shown by affidavit, on belief, or otherwise, to have knowledge of the matters in controversy or dispute, and any who keeps the records of wages earned in such departments, and

examine them under oath touching such matters, and to require the production of books or papers containing the record of wages earned or paid. Subpœnas may be signed and oaths administered by any member of the board. A subpœna or any notice may be delivered or sent to any sheriff, constable or police officer, who shall forthwith serve or post the same, as the case may be, and make due return thereof according to directions, and for such service he shall receive the fees allowed by law in similar cases, payable from the treasurer of the county wherein the controversy to be arbitrated exists, upon the warrant of the county auditor, issued on the certificate of the board that such fees are correct and due. And the board shall have the same power and authority to maintain and enforce order at its hearings and obedience to its writs of subpoena as by law conferred on the court of common pleas for like purposes.

SECTION 10. The parties to any controversy or difference, as described in section 4 of this act, may submit the matters in dispute, in writing, to a local board of arbitration and conciliation; such board may either be mutually agreed upon, or the employer may designate one of the arbitrators, the employes or their duly authorized agent another, and the two arbitrators so designated may choose a third, who shall be chairman of the board.

SECTION 11. Such local board of arbitration shall, in respect to the matters referred to it, have and exercise all the powers which the state board might have and exercise, and its decision shall have whatever binding effect may be agreed by the parties to the controversy in the written submission. The jurisdiction of such local board shall be exclusive in respect to the matters submitted to it, but it may ask and receive the advice and assistance of the state board. The decision of said board shall be rendered within ten days of the close of any hearing held by it; such decision shall at once be filed with the clerk of the city or county in which the controversy or difference arose, and a copy thereof shall be forwarded to the state board.

SECTION 12. Each of such arbitrators of such a local board shall be entitled to receive from the treasury of the city or county in which the controversy or difference, that is the subject of the arbitrators exists, if such payment is approved in writing by the city council or the administrative board of such city or board of county commissioners of such county, the sum of three dollars for each day of actual service, not exceeding ten days for any one arbitration.



SECTION 13. Whenever it is made to appear to a mayor or probate judge in this state that a strike or lockout is seriously threatened, or has actually occurred, in his vicinity, he shall at once notify the state board of the fact, giving the name and location of the employer, the nature of the trouble, and the number of employes involved, so far as his information will enable him to do so. Whenever it shall come to the knowledge of the state board, either by such notice or otherwise, that a strike or lockout is seriously threatened, or has actually occurred, in this state, involving an employer and his present or past employes, if at the time he is employing, or, up to the occurrence of the strike or lockout, was employing not less than twenty-five persons in the same general line of business in the state, it shall be the duty of the state board to put itself in communication, as soon as may be, with such employer and employes.

SECTION 14. It shall be the duty of the state board in the above described cases to endeavor, by mediation or conciliation, to effect an amicable settlement between them, or, if that seems impracticable, to endeavor to persuade them to submit the matters in dispute to a local board of arbitration and conciliation, as above provided, or to the state board; and said board may, if it deem it advisable, investigate the cause or causes of such controversy and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and may make and publish a report finding such cause or causes, and assigning such responsibility or blame. The board shall have the same powers for the foregoing purposes as are given it by section 9 of this act; provided, if neither a settlement nor an arbitration be had because of the opposition thereto of one party to the controversy, such investigation and publication shall, at the request of the other party, be had. And the expense of any publication under this act shall be certified and paid as provided therein for payment of fees.

SECTION 15. Witnesses summoned by the state board shall be allowed the sum of fifty cents for each attendance, and the further sum of twenty-five cents for each hour of attendance in excess of two hours, and shall be allowed five cents a mile for travel each way from their respective places of employment or business to the place where the board is in session. Each witness shall state in writing the amount of his travel and attendance, and said state board shall certify the amount due each



witness to the auditor of the county in which the controversy or difference exists, who shall issue his warrant upon the treasury of said county for the said amount.

SECTION 16. The said state board shall make a yearly report to the governor and legislature, and shall include therein such statements, facts and explanations as will disclose the actual workings of the board, and such suggestions as to legislation as may seem to the members of the board conducive to the friendly relations of, and to the speedy and satisfactory adjustment of disputes between employers and employes.

SECTION 17. The members of said board of arbitration and conciliation hereby created shall each be paid five dollars a day for each day of actual service, and their necessary traveling and other expenses. The chairman of the board shall, quarterly, certify the amount due each member and on presentation of his certificate the auditor of state shall draw his warrant on the treasury of the state for the amount. When the state board meets at the capitol of the state, the adjutant general shall provide rooms suitable for such meeting.

SECTION 18. That an act entitled "An act to authorize the creation and to provide for the operation of tribunals of voluntary arbitration to adjust industrial disputes between employers and employes," of the Revised Statutes of the state, passed February 10, 1895, is hereby repealed.

SECTION 19. This act shall take effect and be in force from and after its passage.

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## LOUISIANA.

[No. 139.]

**An Act to provide for a State Board of Arbitration for the settlement of differences between employers and employes.**

SECTION 1. Be it enacted by the General Assembly of the State of Louisiana, that within thirty days after the passage of this act, the Governor of the State, with the advice and consent of the Senate, shall appoint five competent persons to serve as a Board of Arbitration and Conciliation in the manner hereinafter provided. Two of them shall be employers, selected or recommended by some association or Board representing em-

ployers of labor; two of them shall be employees, selected or recommended by the various labor organizations, and not an employer of labor, and the fifth shall be appointed upon the recommendation of the other four; provided however, that if the four appointed do not agree on the fifth man at the expiration of thirty days, he shall be appointed by the Governor; provided, also, that if the employers or employees fail to make their recommendation as herein provided within thirty days, then the Governor shall make said appointments in accordance with the spirit and intent of this Act; said appointments, if made when the Senate is not in session, may be confirmed at the next ensuing session.

SEC. 2. Two shall be appointed for two years, two for three years, and one, the fifth member, for four years, and all appointments thereafter shall be for four years, or until their successors are appointed in the manner above provided. If, for any reason, a vacancy occurs at any time, the Governor shall in the same manner appoint some person to serve out the unexpired term.

SEC. 3. Each member of said Board shall before entering upon the duties of his office, be sworn to the faithful discharge thereof. They shall organize at once by the choice of one of their number as chairman and one of their number as secretary. The Board shall, as soon as possible after its organization, establish rules of procedure.

SEC. 4. Whenever any controversy or difference not involving questions which may be the subject of a suit or action in any court of the State, exists between an employer, whether an individual, copartnership or corporation, and his employees, if at the time he employs not less than twenty persons in the same general line of business in any city or parish of this State, the board shall, upon application as hereinafter provided, and as soon as practicable thereafter, visit the locality of the dispute and make careful inquiry into the cause thereof, hear all persons interested therein who may come before them, and advise the respective parties what, if anything, ought to be done or submitted to by either or both to adjust said dispute.

SEC. 5. Such mediation having failed to bring about an adjustment of the said differences, the Board shall immediately make out a written decision thereon. This decision shall at once be made public, shall be recorded upon proper books of record to be kept by the secretary of said board, and a short statement

thereof published in the annual report hereinafter provided for, and the said Board shall cause a copy thereof to be filed with the clerk of the court of the city or parish where said business is carried on.

SEC. 6. Said application for arbitration and conciliation to said Board can be made by either or both parties to the controversy, and shall be signed in the respective instances by said employer or by a majority of the employees in the department of the business in which the controversy or difference exists, or the duly authorized agent of either or both parties. When an application is signed by an agent claiming to represent a majority of such employees, the Board shall satisfy itself that such agent is duly authorized in writing to represent such employees, but the names of the employees giving authority shall be kept secret by said board.

SEC. 7. Said application shall contain a concise statement of the grievances complained of, and a promise to continue on in business or at work in the same manner as at the time of the application without any lockout or strike until the decision of said Board, if it shall be made within ten days of the date of filing said application.

SEC. 8. As soon as may be after the receipt of said application, the secretary of said Board shall cause public notice to be given of the time and place for the hearing therein, but public notice need not be given when both parties join in the application and present therewith a written request that no public notice be given. When such request is made, notice shall be given to the parties interested in such manner as the Board may order, and the Board may, at any stage of the proceedings, cause public notice to be given, notwithstanding such request. Should the petitioner or petitioners fail to perform the promise made in said application, the Board shall proceed no further therein until said petitioner or petitioners have complied with every order and requirement of the Board.

SEC. 9. The Board shall have power to summon as witnesses any operative in the department of the business affected, and any person who keeps the records of wages earned in those departments, and examine them under oath, and to require the production of books and papers containing the record of wages earned or paid. Summons may be signed and oaths administered by any member of the Board. The Board shall have the

right to compel the attendance of witnesses or the production of papers.

SEC. 10. Whenever it is made to appear to the Mayor of a city or the judge of any District Court in any parish, other than the parish of Orleans, that a strike or lockout is seriously threatened or actually occurs, the Mayor of such city or judge of the District Court of such parish shall at once notify the State Board of the fact. Whenever it shall come to the knowledge of the State Board, either by the notice of the Mayor of a city or the judge of the District Court of the parish, as provided in the preceding part of this section, or otherwise, that a lockout or strike is seriously threatened, or has actually occurred, in any city or parish of this State, involving an employer and his present or past employees, if at the time he is employing, or up to the occurrence of a strike or lockout was employing not less than twenty persons in the same general line of business in any city or parish in the State, it shall be the duty of the State Board to put itself in communication as soon as may be with such employer and employees.

SEC. 11. It shall be the duty of the State Board in the above-described cases to endeavor, by mediation or conciliation, to effect an amicable settlement between them, and to endeavor to persuade them, provided a strike or lockout has not actually occurred or is not then continuing, to submit the matters in dispute to the State Board of Arbitration and Conciliation; and the State Board shall, whether the same be mutually submitted to them or not, investigate the cause or causes of such controversy, and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and shall make and publish a report finding such cause or causes and assigning such responsibility or blame. The Board shall have the same powers for the foregoing purposes as are given it by Section 9 of this act.

SEC. 12. The said State Board shall make a biennial report to the Governor and Legislature, and shall include therein such statements, facts and explanations as will disclose the actual workings of the Board, and such suggestions as to legislation as may seem to the members of the board conducive to the relations of and disputes between employers and employees.

SEC. 13. The members of said State Board of Arbitration and Conciliation, hereby created, shall each be paid five dollars a



day for each day of actual service, and their necessary traveling and other expenses. The chairman of the Board shall quarterly certify the amount due each member, and, on presentation of his certificate the Auditor of the State shall draw his warrant on the Treasury of the State for the amount.

SEC. 14. This act shall take effect and be in force from and after its passage. [*Approved July 12, 1894.*]

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## WISCONSIN.

[CHAPTER 364.]

**An Act to provide for a state board of arbitration and conciliation for the settlement of differences between employers and their employes.**

*The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:*

SECTION 1. The governor of the state shall within sixty days after the passage and publication of this act appoint three competent persons in the manner hereinafter provided, to serve as a state board of arbitration and conciliation. One of such board shall be an employer, or selected from some association representing employers of labor; one shall be selected from some labor organization and not an employer of labor; and the third shall be appointed upon the recommendation of the other two; provided, however, that if the two appointed by the governor as herein provided do not agree upon the third member of such board at the expiration of thirty days, the governor shall appoint such third member. The members of said board shall hold office for the term of two years and until their successors are appointed. If a vacancy occurs at any time the governor shall appoint a member of such board to serve out the unexpired term, and he may remove any member of said board. Each member of such board shall before entering upon the duties of his office be sworn to support the constitution of the United States, the constitution of the state of Wisconsin, and to faithfully discharge the duties of his office. Said board shall at once organize by the choice of one of their number as chairman and another as secretary.

SECTION 2. Said board shall as soon as possible after its organization establish such rules of procedure as shall be approved by the governor and attorney-general.



SECTION 3. Whenever any controversy or difference not the subject of litigation in the courts of this state exists between an employer, whether an individual, co-partnership or corporation, and his employes, if at the time he employs not less than twenty-five persons in the same general line of business in any city, village or town in this state, said board shall upon application as hereinafter provided, and as soon as practicable thereafter, visit the locality of the dispute and make careful inquiry into the cause thereof, hear all persons interested therein who may come before them, advise the respective parties what, (if anything,) should be done or submitted to by either or both to adjust said dispute, and make a written decision thereof. This decision shall at once be made public, shall be published in two or more newspapers published in the locality of such dispute, shall be recorded upon proper books of record to be kept by the secretary of said board, and a succinct statement thereof published in the annual report hereinafter provided for, and said board shall cause a copy of such decision to be filed with the clerk of the city, village or town where said business is carried on.

SECTION 4. Said application shall be signed by said employer, or by a majority of his employes in the department of the business in which the controversy or difference exists, or their duly authorized agent, or by both parties, and shall contain a concise statement of the grievances complained of and a promise and agreement to continue in business or at work without any lockout or strike until the decision of said board; provided, however, that said board shall render its decision within thirty days after the date of filing such application. As soon as may be after the receipt of said application the secretary of said board shall cause public notice to be given of the time and place for the hearing thereof; but public notice need not be given when both parties to the controversy join in the application and request in writing that no public notice be given. When notice has been given as aforesaid the board may in its discretion appoint two expert assistants to the board, one to be nominated by each of the parties to the controversy; provided, that nothing in this act shall be construed to prevent the board from appointing such other additional expert assistants as they may deem necessary. Such expert assistants shall be sworn to the faithful discharge of their duty, such oath to

be administered by any member of the board. Should the petitioner, or petitioners, fail to perform the promise and agreement made in said application, the board shall proceed no further thereupon without the written consent of the adverse party. The board shall have power to subpoena as witnesses any operative in the departments of business affected by the matter in controversy, and any person who keeps the records of wages earned in such departments and to examine them under oath, and to require the production of books containing the record of wages paid. Subpoenas may be signed and oaths administered by any member of the board.

SECTION 5. The decision of the board herein provided for shall be open to public inspection, shall be published in a biennial report to be made to the governor of the state with such recommendations as the board may deem proper, and shall be printed and distributed according to the provisions governing the printing and distributing of other state reports.

SECTION 6. Said decision shall be binding upon the parties who join in said application for six months, or until either party has given the other notice in writing of his intention not to be bound by such decision from and after the expiration of sixty days from the date of said notice. Said notice may be given by serving the same upon the employer or his representative, and by serving the same upon the employes by posting the same in three conspicuous places in the shop, factory, yard or upon the premises where they work.

SECTION 7. The parties to any controversy or difference as described in section 3 of this act may submit the matters in dispute in writing to a local board of arbitration and conciliation; said board may either be mutually agreed upon or the employer may designate one of such arbitrators, the employes or their duly authorized agent another, and the two arbitrators so designated may choose a third, who shall be chairman of such local board; such board shall in respect to the matters referred to it have and exercise all the powers which the state board might have and exercise, and its decision shall have such binding effect as may be agreed upon by the parties to the controversy in the written submission. The jurisdiction of such local board shall be exclusive in respect to the matters submitted to it, but it may ask and receive the advice and assistance of the state board. Such local board shall render its de-

cision in writing within ten days after the close of any hearing held by it, and shall file a copy thereof with the secretary of the state board. Each of such local arbitrators shall be entitled to receive from the treasurer of the city, village or town in which the controversy or difference that is the subject of arbitration exists, if such payment is approved in writing by the mayor of such city, the board of trustees of such village, or the town board of such town, the sum of three dollars for each day of actual service not exceeding ten days for any one arbitration.

SECTION 8. Whenever it is made to appear to the mayor of a city, the village board of a village, or the town board of a town, that a strike or lockout such as is described in section 9, of this act, is seriously threatened or actually occurs, the mayor of such city, or the village board of such village, or the town board of such town, shall at once notify the state board of such facts, together with such information as may be available.

SECTION 9. Whenever it shall come to the knowledge of the state board by notice as herein provided, or otherwise, that a strike or lockout is seriously threatened, or has actually occurred, which threatens to or does involve the business interests of any city, village or town of this state, it shall be the duty of the state board to investigate the same as soon as may be and endeavor by mediation to effect an amicable settlement between employers and employes, and endeavor to persuade them, provided a strike or lockout has not actually occurred or is not then continuing, to submit the matters in dispute to a local board of arbitration and conciliation as herein provided for, or to the state board. Said state board may if it deems advisable investigate the cause or causes of such controversy, ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and may make and publish a report finding such cause or causes and assigning such responsibility or blame.

SECTION 10. Witnesses subpoenaed by the state board shall be allowed for their attendance and travel the same fees as are allowed to witnesses in the circuit courts of this state. Each witness shall certify in writing the amount of his travel and attendance, and the amount due him upon approval by the board shall be paid out of the state treasury.

SECTION 11. The members of the state board shall receive the actual and necessary expenses incurred by them in the per-



formance of their duties under this act, and the further sum of five dollars a day each for the number of days actually and necessarily spent by them, the same to be paid out of the state treasury.

SECTION 12. The act shall take effect and be in force from and after its passage and publication. [*Approved April 19, 1895. Published May 3, 1895.*]

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## MINNESOTA.

[CHAPTER 170.]

**An Act to provide for the settlement of differences between employers and employes, and to authorize the creation of boards of arbitration and conciliation, and to appropriate money for the maintenance thereof.**

*Be it enacted by the Legislature of the State of Minnesota :*

SECTION 1. That within thirty (30) days after the passage of this act the governor shall, by and with the advice and consent of the senate, appoint a state board of arbitration and conciliation, consisting of three competent persons, who shall hold office until their successors are appointed. On the first Monday in January, 1897 and thereafter biennially, the governor, by and with like advice and consent, shall appoint said board, who shall be constituted as follows; One of them shall be an employer of labor, one of them shall be a member selected from some bona fide trade union and not an employer of labor, and who may be chosen from a list submitted by one or more trade and labor assemblies in the State, and the third shall be appointed upon the recommendation of the other two as hereinafter provided, and shall be neither an employe, or an employer of skilled labor; *provided* — however, that if the two first appointed do not agree in nominating one or more persons to act as the third member before the expiration of ten (10) days, the appointment shall then be made by the governor without such recommendation. Should a vacancy occur at any time, the governor shall in the same manner appoint some one having the same qualifications to serve out the unexpired term, and he may also remove any member of said board.

SEC. 2. The said board shall, as soon as possible after their appointment, organize by electing one of their members as

president and another as secretary, and establish, subject to the approval of the governor, such rules of procedure as may seem advisable.

SEC. 3. That whenever any controversy or difference arises, relating to the conditions of employment or rates of wages between any employer, whether an individual, a copartnership or corporation, and whether resident or non-resident, and his or their employes, if at the time he or it employs not less than ten (10) persons in the same general line of business in any city or town in this state, the board shall, upon application, as hereinafter provided, as soon as practicable thereafter, visit the locality of the dispute and make a careful inquiry into the causes thereof, hear all persons interested therein who may come before them, advise the respective parties what, if anything, ought to be submitted to by either or both to adjust said dispute, and within ten days after said inquiry make a written decision thereon. This decision shall at once be made public and a short statement thereof published in a biennial report hereinafter provided for, and the said board shall also cause a copy of said decision to be filed with the clerk of the district court of the county where said business is carried on.

SEC. 4. That said application shall be signed by said employer or by a majority of his employes in the department of the business in which the controversy or difference exists, or their duly authorized agent, or by both parties, and shall contain a concise statement of the grievance alleged, and shall be verified by at least one of the signers. When an application is signed by an agent claiming to represent a majority of such employes, the board shall, before proceeding further, satisfy itself that such agent is duly authorized in writing to represent such employes, but the names of the employes giving such authority shall be kept secret by said board. Within three days after the receipt of said application the secretary of said board shall cause public notice to be given of the time and place where said hearing shall be held. But public notice need not be given when both parties to the controversy join in the application and present therewith a written request that no public notice be given. When such request is made notice shall be given to the parties interested in such manner as the board may order; and the board may at any stage of the proceedings cause public notice to be given notwithstanding such request.



SEC. 5. The said board shall have power to summon as witnesses any clerk, agent or employe in the departments of the business who keeps the records of wages earned in those departments, and require the production of books containing the records of wages paid. Summons may be signed and oaths administered by any member of the board. Witnesses summoned before the board shall be paid by the board the same witness fees as witnesses before a district court.

SEC. 6. That upon the receipt of an application, after notice has been given as aforesaid, the board shall proceed as before provided, and render a written decision which shall be open to public inspection, and shall be recorded upon the records of the board and published at the discretion of the same in a biennial report which shall be made to the legislature on or before the first Monday in January of each year in which the legislature is in regular session.

SEC. 7. In all cases where the application is mutual, the decision shall provide that the same shall be binding upon the parties concerned in said controversy or dispute for six months, or until sixty days after either party has given the other notice in writing of his or their intention not to be bound by the same. Such notice may be given to said employes by posting the same in three conspicuous places in the shop, factory or place of employment.

SEC. 8. Whenever it shall come to the knowledge of said board, either by notice from the mayor of a city, the county commissioners, the president of a chamber of commerce or other representative body, the president of the central labor council or assembly, or any five reputable citizens, or otherwise, that what is commonly known as a strike or lockout is seriously threatened or has actually occurred, in any city or town of the state, involving an employer and his or its present or past employes, if at the time such employer is employing, or up to the occurrence of the strike or lockout was employing, not less than ten persons in the same general line of business in any city or town in this State, and said board shall be satisfied that such information is correct, it shall be the duty of said board, within three days thereafter, to put themselves in communication with such employer and employes and endeavor by mediation to effect an amicable settlement between them, or to persuade them to submit the matter in dispute to a local board of arbitration and concilia-

tion, as hereinafter provided, or to said state board, and the said State board may investigate the cause or causes of such controversy and ascertain which party thereto is mainly responsible for the continuance of the same, and may make and publish a report assigning such responsibility. The said board shall have the same powers for the foregoing purposes as are given them by sections three and four of this act.

SEC. 9. The parties to any controversy or difference, as specified in this act, may submit the matter in dispute in writing to a local board of arbitration and conciliation; such board may either be mutually agreed upon, or the employer may designate one of the arbiters, the employes or their duly authorized agent another, and the two arbiters so designated may choose a third, who shall also be chairman of the board. Each arbiter so selected shall sign a consent to act as such, and shall take and subscribe an oath before an officer authorized to administer oaths to faithfully and impartially discharge his duty as such arbiter, which consent and oath shall be filed in the office of the clerk of the district court of the county where such dispute arises. Such board shall, in respect to the matters submitted to them, have and exercise all the powers which the state board might have and exercise, and their decisions shall have whatever binding effect may be agreed to by the parties to the controversy in the written submission. Vacancies in such local boards may be filled in the same manner as the regular appointments are made. It shall be the duty of said state board to aid and assist in the formation of such local boards throughout the state in advance of any strike or lockout, whenever and wherever in their judgment the formation of such local boards will have a tendency to prevent or allay the occurrence thereof. The jurisdiction of such local boards shall be exclusive in respect to the matters submitted to them; but they may ask and receive the advice and assistance of the state board. The decisions of such local boards shall be rendered within ten days after the close of any hearing held before them; such decision shall at once be filed with the clerk of the district court of the county in which such controversy arose, and a copy thereof shall be forwarded to the state board.

SEC. 10. Each member of said State board shall receive as compensation five (\$5) dollars a day, including mileage, for each and every day actually employed in the performance of the duties provided for by this act; such compensation shall be

paid by the state treasurer on duly detailed vouchers approved by said board and by the governor.

SEC. 11. The said board, in their biennial reports to the legislature, shall include such statements, facts and explanations as will disclose the actual workings of the board and such suggestions with regard to legislation as may seem to them conducive to harmonizing the relations of and the disputes between employers and employes; and the improvement of the present relations between labor and capital. Such biennial reports of the board shall be printed in the same manner and under the same regulations as the reports of the executive officers of the state.

SEC. 12. There is hereby annually appropriated out of any money in the state treasury not otherwise appropriated the sum of two thousand dollars, or so much thereof as may be necessary for the purposes of carrying out the provisions of this act.

SEC. 13. All acts and parts of acts inconsistent with this act are hereby repealed.

SEC. 14. This act shall take effect and be in force from and after its passage. [*Approved April 25, 1895.*]

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## CONNECTICUT.

[CHAPTER CCXXXIX.]

### **An Act creating a State Board of Mediation and Arbitration.**

*Be it enacted by the Senate and House of Representatives in General Assembly convened:*

SECTION 1. During each biennial session of the general assembly, the governor shall, with the advice and consent of the senate, appoint a state board of mediation and arbitration, to consist of three competent persons, each of whom shall hold his office for the term of two years. One of said persons shall be selected from the party which at the last general election cast the greatest number of votes for governor of this state, and one of said persons shall be selected from the party which at the last general election cast the next greatest number of votes for governor of this state, and the other of said persons shall be selected from a *bona fide* labor organization of this state. Said board shall select one of its number to act as clerk or secretary, whose duty it shall be to keep a full and faithful record of the proceedings of the board, and also to keep

and preserve all documents and testimony submitted to said board; he shall have power under the direction of the Board, to issue subpoenas, and to administer oaths in all cases before said board, and to call for and examine the books, papers and documents of the parties to such cases. Said arbitrators shall take and subscribe to the constitutional oath of office before entering upon the discharge of their duties.

SEC. 2. Whenever any grievance or dispute of any nature shall arise between any employer and his employés, it shall be lawful for the parties to submit the same directly to the state board of mediation and arbitration, in case such parties elect to do so, and shall notify said board, or its clerk, in writing, of such election. Whenever such notification to said board or its clerk is given, it shall be the duty of said board to proceed, with as little delay as possible, to the locality of such grievance or dispute, and inquire into the cause or causes of the grievance or dispute. The parties to the grievance or dispute shall thereupon submit to said board, in writing, succinctly, clearly, and in detail, their grievances and complaints, and the cause or causes thereof, and severally promise and agree to continue in business, or at work, without a strike or lockout, until the decision of said board is rendered; *provided*, it shall be rendered within ten days after the completion of the investigation. The board shall thereupon proceed fully to investigate and inquire into the matters in controversy, and to take testimony under oath in relation thereto, and shall have power, by its chairman or clerk, to administer oaths, to issue subpoenas for the attendance of witnesses, and the production of books and papers.

SEC. 3. After a matter has been fully heard, the said board, or a majority of its members, shall, within ten days, render a decision thereon in writing, signed by the members of the board, or a majority of them, stating such details as will clearly show the nature of the decision and the points disposed of by said board. The decision shall be in triplicate, one copy of which shall be filed by the clerk of the board in the office of the town or city clerk in the town where the controversy arose, and one copy shall be served on each of the parties to the controversy.

SEC. 4. Whenever a strike or lockout shall occur, or is seriously threatened in any part of the state, and shall come to the knowledge of the board, it shall be its duty, and it is hereby directed to proceed, as soon as practicable, to the locality of



such strike or lockout and put itself in communication with the parties to the controversy, and endeavor by mediation to effect an amicable settlement of such strike or lockout; and, if in the judgment of said board it is best, it shall inquire into the cause or causes of the controversy, and to that end the board is hereby authorized to subpoena witnesses, and send for persons and papers.

SEC. 5. Said board shall, on or before the first day of December in each year, make a report to the Governor, and shall include therein such statements, facts, and explanations as will disclose the actual working of the board, and such suggestions as to legislation as may seem to it conducive to harmony in the relations between employers and employed, and to the improvement of the present system of production.

SEC. 6. Whenever the term "employer" or "employers" is used in this act it shall be held to include "firm," "joint-stock association," "company" or "corporation," as fully as if each of the last-named terms was expressed in each place.

SEC. 7. The members of the board shall receive as compensation for actual services rendered under this act, the sum of five dollars per day and expenses, upon presentation of their voucher to the comptroller, approved by the governor.

SEC. 8. This act shall take effect from its passage. [*Approved June 28, 1895.*]

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## ILLINOIS.

The act approved August 2, 1895, as amended in section 3 and through the insertion of sections 5*a*, 5*b*, and 6*a*, by the act approved April 12, 1899, and through the insertion of section 6*b* by the act in force July 1, 1901, is as follows:—

**An Act to create a State Board of Arbitration for the investigation or settlement of differences between employers and their employes, and to define the powers and duties of said board.**

SECTION 1. *Be it enacted by the People of the State of Illinois represented in the General Assembly:* As soon as this act shall take effect the Governor, by and with the advice and consent of the Senate, shall appoint three persons, not more than

two of whom shall belong to the same political party, who shall be styled a State "Board of Arbitration," to serve as a State Board of Arbitration and Conciliation; one and only one of whom shall be an employer of labor, and one and only one of whom shall be an employé and shall be selected from some labor organization. They shall hold office until March 1, 1897, or until their successors are appointed, but said board shall have no power to act as such until they and each of them are confirmed by the Senate. On the first day of March, 1897, the Governor, with the advice and consent of the Senate, shall appoint three persons as members of said board in the manner above provided, one to serve for one year, one for two years and one for three years, or until their respective successors are appointed, and on the first day of March in each year thereafter the Governor shall in the same manner appoint one member of said board to succeed the member whose term expires, and to serve for the term of three years, or until his successor is appointed. If a vacancy occurs at any time, the Governor shall in the same manner appoint some one to serve out the unexpired term. Each member of said board shall, before entering upon the duties of his office, be sworn to the faithful discharge thereof. The board shall at once organize by the choice of one of their number as chairman, and they shall, as soon as possible after such organization, establish suitable rules of procedure. The board shall have power to select and remove a secretary, who shall be a stenographer, and who shall receive a salary to be fixed by the board, not to exceed \$1,200 per annum and his necessary traveling expenses, on bills of items to be approved by the board, to be paid out of the State treasury.

§ 2. When any controversy or difference not involving questions which may be the subject of an action at law or a bill in equity, exists between an employer, whether an individual, copartnership or corporation, employing not less than twenty-five persons, and his employés in this State, the board shall, upon application as herein provided, and as soon as practicable thereafter, visit the locality of the dispute and make a careful inquiry into the cause thereof, hear all persons interested therein who may come before them, advise the respective parties what, if anything, ought to be done or submitted to

by both to adjust said dispute, and make a written decision thereof. This decision shall at once be made public, shall be recorded upon proper books of record to be kept by the secretary of said board, and a short statement thereof published in the annual report hereinafter provided for, and the board shall cause a copy thereof to be filed with the clerk of the city, town or village where said business is carried on.

§ 3. Said application shall be signed by said employer or by a majority of his employés in the department of the business in which the controversy or difference exists, or by both parties, and shall contain a concise statement of the grievances complained of and a promise to continue on in business or at work without any lockout or strike until the decision of said board, if it shall be made within three weeks of the date of filing said application. As soon as may be after the receipt of said application, the secretary of said board shall cause public notice to be given of the time and place for the hearing thereon, but public notice need not be given when both parties to the controversy join in the application and present therewith a written request that no public notice be given. When such request is made, notice shall be given to the parties interested in such manner as the board may order, and the board may, at any stage of the proceedings, cause public notice to be given, notwithstanding such request. The board in all cases shall have power to summon as witness any operative, or expert in the departments of business affected and any person who keeps the records of wages earned in those departments, or any other person, and to examine them under oath, and to require the production of books containing the record of wages paid, and such other books and papers as may be deemed necessary to a full and fair investigation of the matter in controversy. The board shall have power to issue subpoenas, and oaths may be administered by the chairman of the board. If any person, having been served with a subpoena or other process issued by such board, shall wilfully fail or refuse to obey the same, or to answer such question as may be proposed touching the subject matter of the inquiry or investigation, it shall be the duty of the circuit court or the county court of the county in which the hearing is being conducted, or of the judge

thereof, if in vacation, upon application by such board, duly attested by the chairman and secretary thereof, to issue an attachment for such witness and compel him to appear before such board and give his testimony or to produce such books and papers as may be lawfully required by said board; and the said court, or the judge thereof, shall have power to punish for contempt, as in other cases of refusal to obey the process and order of such court.

§ 4. Upon the receipt of such application, and after such notice, the board shall proceed as before provided, and render a written decision, which shall be open to public inspection, shall be recorded upon the records of the board and published at the discretion of the same in an annual report to be made to the Governor before the first day of March in each year.

§ 5. Said decision shall be binding upon the parties who join in said application for six months or until either party has given the other notice in writing of his or their intention not to be bound by the same at the expiration of sixty days therefrom. Said notice may be given to said employes by posting in three conspicuous places in the shop or factory where they work.

§ 5a. In the event of a failure to abide by the decision of said board in any case in which both employer and employes shall have joined in the application, any person or persons aggrieved thereby may file with the clerk of the circuit court or the county court of the county in which the offending party resides, or in the case of an employer in the county in which the place of employment is located, a duly authenticated copy of said decision, accompanied by a verified petition reciting the fact that such decision has not been complied with and stating by whom and in what respects it has been disregarded. Thereupon the circuit court or the county court (as the case may be) or the judge thereof, if in vacation, shall grant a rule against the party or parties so charged to show cause within ten days why such decision has not been complied with, which shall be served by sheriff as other process. Upon return made to the rule, the court, or the judge thereof if in vacation, shall hear and determine the question presented, and to secure a compliance with such decision, may punish the offending party or par-



ties for contempt, but such punishment shall in no case extend to imprisonment.

§ 5b. Whenever two or more employers engaged in the same general line of business, employ in the aggregate not less than twenty-five persons, and having a common difference with their employés, shall, coöperating together, make application for arbitration, or whenever such application shall be made by the employés of two or more employers engaged in the same general line of business, such employés being not less than twenty-five in number, and having a common difference with their employers, or whenever the application shall be made jointly by the employers and employés in such a case, the board shall have the same powers and proceed in the same manner as if the application had been made by one employer, or by the employés of one employer, or by both.

§ 6. Whenever it shall come to the knowledge of the State board that a strike or lockout is seriously threatened in the State, involving an employer and his employés, if he is employing not less than twenty-five persons, it shall be the duty of the State board to put itself in communication as soon as may be, with such employer or employés, and endeavor by mediation to effect an amicable settlement between them, or to endeavor to persuade them to submit the matters in dispute to the State board.

§ 6a. It shall be the duty of the mayor of every city, and president of every incorporated town or village, whenever a strike or lockout involving more than twenty-five employés shall be threatened or has actually occurred within or near such city, incorporated town or village, to immediately communicate the fact to the state board of arbitration stating the name or names of the employer or employers and of one or more employés, with their postoffice address, the nature of the controversy or difference existing, the number of employés involved and such other information as may be required by the said board. It shall be the duty of the president or chief executive officer of every labor organization, in case of a strike or lockout, actual or threatened, involving the members of the organization of which he is an officer to immediately communicate the fact of such strike or lockout to the said board with such information

as he may possess touching the difference or controversy and the number of employés involved.

§ 6b. Whenever there shall exist a strike or lock-out, wherein, in the judgment of a majority of said board, the general public shall appear likely to suffer injury or inconvenience with respect to food, fuel or light, or the means of communication or transportation, or in any other respect, and neither party to such strike or lock-out shall consent to submit the matter or matters in controversy to the State Board of Arbitration, in conformity with this act, then the said board, after first having made due effort to effect a settlement thereof by conciliatory means, and such effort having failed, may proceed of its own motion to make an investigation of all facts bearing upon such strike or lock-out and make public its findings, with such recommendations to the parties involved as in its judgment will contribute to a fair and equitable settlement of the differences which constitute the cause of the strike or lock-out; and in the prosecution of such inquiry the board shall have power to issue subpoenas and compel the attendance and testimony of witnesses as in other cases.

§ 7. The members of the said board shall each receive a salary of \$1,500 a year, and necessary traveling expenses, to be paid out of the treasury of the State, upon bills of particulars approved by the Governor.

§ 8. Any notice or process issued by the State Board of Arbitration, shall be served by any sheriff, coroner or constable to whom the same may be directed or in whose hands the same may be placed for service.

§ 9. Whereas, an emergency exists, therefore it is enacted that this act shall take effect and be in force from and after its passage.

## UTAH.

## [CHAPTER LXII.]

**An Act to create a State Board of Labor, Conciliation and Arbitration, for the investigation and settlement of differences between Employers and their Employes, and to define the Powers and Duties of the said Board, and to fix their Compensation.**

*Be it enacted by the Legislature of the State of Utah :*

SECTION 1. As soon as this act shall be approved, the Governor, by and with the consent of the Senate, shall appoint three persons, not more than two of whom shall belong to the same political party, who shall be styled a State Board of Labor, Conciliation and Arbitration, to serve as a State Board of Labor, Conciliation and Arbitration, one of whom and only one of whom shall be an employer of labor, and only one of whom shall be an employe, and the latter shall be selected from some labor organization, and the third shall be some person who is neither an employe nor an employer of manual labor, and who shall be chairman of the board. One to serve for one year, one for three years and one for five years as may be designated by the Governor at the time of their appointment, and at the expiration of their terms, their successors shall be appointed in like manner for the term of four years. If a vacancy occurs at any time, the Governor shall, in the same manner appoint some one to serve the unexpired term and until the appointment and qualification of his successor. Each member of said board shall, before entering upon the duties of his office, be sworn to a faithful discharge thereof.

SEC. 2. The board shall at once organize by selecting from its members a secretary, and they shall, as soon as possible after such organization, establish suitable rules of procedure.

SEC. 3. When any controversy or difference, not involving questions which may be the subject of an action at law or bill in equity, exists between an employer (whether an individual, copartnership or corporation) employing not less than ten persons, and his employes, in this State, the board shall, upon application as herein provided, and as soon as practicable thereafter, visit the locality of the dispute, and make a careful

inquiry into the cause thereof, hear all persons interested therein, who may come before them, advise the respective parties what, if anything, ought to be done or submitted to by either or both to adjust said dispute, and make a written decision thereof.

SEC. 4. This decision shall at once be made public, shall be recorded upon the proper book of record to be kept by the secretary of said board, and a short statement thereof published in the annual report hereinafter provided for.

SEC. 5. Said application shall be signed by said employer, or by a majority of his employes in the department of the business in which the controversy or difference exists, or by both parties, and shall contain a concise statement of the grievances complained of, and a promise to continue on in business or at work without any lockout or strike until a decision of said board, if it shall be made within three weeks of the date of filing the said application.

SEC. 6. As soon as may be after receiving said application, the secretary of said board shall cause public notice to be given, of the time and place for the hearing thereon, but public notice need not be given when both parties to the controversy join in the application and present therewith a written request that no public notice be given. When such request is made, notice shall be given to the parties interested in such manner as the board may order, and the board may at any stage of the proceedings, cause public notice, notwithstanding such request.

“SEC. 7. The board shall have the power to summon as witnesses by subpœna any operative or expert in the department of business affected, and any person who keeps the records of wages earned in those departments, or any other person, and to administer oaths, and to examine said witnesses and to require the production of books, papers and records. In case of a disobedience to a subpœna the board may invoke the aid of any court in the State in requiring the attendance and testimony of witnesses and the production of books, papers and documents under the provisions of this section. Any of the district courts of the State, within the jurisdiction of which such inquiry is carried on, may, in case of contumacy or refusal to obey a subpœna issued to any such witness, issue an order requiring



such witness to appear before said board and produce books and papers if so ordered, and give evidence touching the matter in question. Any refusal to obey such order of the court may be punished by such court as a contempt thereof."

SEC. 8. Upon the receipt of such application and after such notice, the board shall proceed as before provided and render a written decision, and the findings of the majority shall constitute the decision of the board, which decision shall be open to public inspection, shall be recorded upon the records of the board and published in an annual report to be made to the Governor before the first day of March in each year.

SEC. 9. Said decision shall be binding upon the parties who join in said application, or who have entered their appearance before said board, until either party has given the other notice in writing of his or their intention not to be bound by the same, and for a period of 90 days thereafter. Said notice may be given to said employees by posting in three conspicuous places where they work.

SEC. 10. Whenever it shall come to the knowledge of the State board that a strike or lockout is seriously threatened in the State involving any employer and his employees, if he is employing not less than ten persons, it shall be the duty of the State board to put itself into communication as soon as may be, with such employer and employes, and endeavor by mediation to effect an amicable settlement between them and endeavor to persuade them to submit the matters in dispute to the State board.

SEC. 11. The members of said board shall each receive a per diem of three dollars for each days' service while actually engaged in the hearing of any controversy between any employer and his employees, and five cents per mile for each mile necessarily traveled in going to and returning from the place where engaged in hearing such controversy, the same to be paid by the parties to the controversy, appearing before said board, and the members of said board shall receive no compensation or expenses for any other service performed under this act.

SEC. 12. Any notice or process issued by the State Board of Arbitration shall be served by any sheriff, to whom the same may be directed, or in whose hands the same may be placed for service without charge. [*Approved March 24, 1896.*]

## INDIANA.

The following repeals parts of sections 2, 17 and 18, statute of March 4, 1897, and re-enacts its essential provisions :

**An Act providing for the creation of a Labor Commission, and defining its duties and powers, and providing for arbitrations and investigations of labor troubles ; and repealing all laws and parts of laws in conflict with this act.**

SECTION 1. *Be it enacted by the General Assembly of the State of Indiana*, That there shall be, and is hereby created a commission to be composed of two electors of the State, which shall be designated the Labor Commission, and which shall be charged with the duties and vested with the powers hereinafter enumerated.

SEC. 2. The members of said Commission shall be appointed by the Governor, by and with the advice and consent of the Senate, and shall hold office for four years and until their successors shall have been appointed and qualified. One of said Commissioners shall have been for not less than ten years of his life an employe for wages in some department of industry in which it is usual to employ a number of persons under single direction and control, and shall be at the time of his appointment affiliated with the labor interest as distinguished from the capitalist or employing interest. The other of said Commissioners shall have been for not less than ten years an employer of labor for wages in some department of industry in which it is usual to employ a number of persons under single direction and control, and shall be at the time of his appointment affiliated with the employing interest as distinguished from the labor interest. Neither of said Commissioners shall be less than forty years of age ; they shall not be members of the same political party, and neither of them shall hold any other State, county, or city office in Indiana during the term for which he shall be appointed. Each of said Commissioners shall take and subscribe an oath, to be endorsed upon his commission, to the effect that he will punctually, honestly, and faithfully discharge his duties as such Commissioner.

SEC. 3. Said Commission shall have a seal and shall be provided with an office at Indianapolis, and may appoint a Sec-

retary who shall be a skillful stenographer and typewriter, and shall receive a salary of six hundred dollars per annum and his traveling expenses for every day spent by him in the discharge of duty away from Indianapolis.

SEC. 4. It shall be the duty of said Commissioners upon receiving creditable information in any manner of the existence of any strike, lockout, boycott, or other labor complication in this State affecting the labor or employment of fifty persons or more to go to the place where such complication exists, put themselves into communication with the parties to the controversy and offer their services as mediators between them. If they shall not succeed in effecting an amicable adjustment of the controversy in that way they shall endeavor to induce the parties to submit their differences to arbitration, either under the provisions of this act or otherwise, as they may elect.

SEC. 5. For the purpose of arbitration under this act, the Labor Commissioners and the Judge of the Circuit Court, of the county in which the business in relation to which the controversy shall arise, shall have been carried on shall constitute a Board of Arbitrators, to which may be added, if the parties so agree, two other members, one to be named by the employer and the other by the employes in the arbitration agreement. If the parties to the controversy are a railroad company and employes of the company engaged in the running of trains, any terminal within this State, of the road, or of any division thereof, may be taken and treated as the location of the business within the terms of this section for the purpose of giving jurisdiction to the Judge of the Circuit Court to act as a member of the Board of Arbitration.

SEC. 6. An agreement to enter into arbitration under this act shall be in writing and shall state the issue to be submitted and decided and shall have the effect of an agreement by the parties to abide by and perform the award. Such agreement may be signed by the employer as an individual, firm or corporation, as the case may be, and execution of the agreement in the name of the employer by any agent or representative of such employer then and theretofore in control or management of the business or department of business in relation to which the controversy shall have arisen shall bind the employer. On

the part of the employes, the agreement may be signed by them in their own person, not less than two-thirds of those concerned in the controversy signing, or it may be signed by a committee by them appointed. Such committee may be created by election at a meeting of the employes concerned in the controversy at which not less than two-thirds of all such employes shall be present, which election and the fact of the presence of the required number of employes at the meeting shall be evidenced by the affidavit of the chairman and secretary of such meeting attached to the arbitration agreement. If the employes concerned in the controversy, or any of them, shall be members of any labor union or workmen's society, they may be represented in the execution of said arbitration agreement by officers or committeemen of the union or society designated by it in any manner conformable to its usual methods of transacting business, and others of the employes represented by committee as hereinbefore provided.

SEC. 7. If upon any occasion calling for the presence and intervention of the Labor Commissioners under the provisions of this act, one of said Commissioners shall be present and the other absent, the Judge of the Circuit Court of the county in which the dispute shall have arisen, as defined in section 5, shall upon the application of the Commissioners present, appoint a Commissioner *pro tem.* in the place of the absent Commissioner, and such Commissioner *pro tem.* shall exercise all the powers of a Commissioner under this act until the termination of the duties of the Commission with respect to the particular controversy upon the occasion of which the appointment shall have been made, and shall receive the same pay and allowances provided by this act for the other commissioners. Such Commissioner *pro tem.* shall represent and be affiliated with the same interests as the absent Commissioner.

SEC. 8. Before entering upon their duties the arbitrators shall take and subscribe an oath or affirmation to the effect that they will honestly and impartially perform their duties as arbitrators and a just and fair award render to the best of their ability. The sittings of the arbitrators shall be in the court room of the Circuit Court, or such other place as shall be provided by the County Commissioners of the county in which the



hearing is had. The Circuit Judge shall be the presiding member of the Board. He shall have power to issue subpoenas for witnesses who do not appear voluntarily, directed to the Sheriff of the county, whose duty it shall be to serve the same without delay. He shall have power to administer oaths and affirmations to witnesses, enforce order, and direct and control the examinations. The proceedings shall be informal in character, but in general accordance with the practice governing the Circuit Courts in the trial of civil causes. All questions of practice, or questions relating to the admission of evidence shall be decided by the presiding member of the Board summarily and without extended argument. The sittings shall be open and public, or with closed doors, as the Board shall direct. If five members are sitting as such Board three members of the Board agreeing shall have power to make an award, otherwise, two. The Secretary of the Commission shall attend the sittings and make a record of the proceedings in shorthand, but shall transcribe so much thereof only as the Commission shall direct.

SEC. 9. The arbitrators shall make their award in writing and deliver the same with the arbitration agreement and their oath as arbitrators to the Clerk of the Circuit Court of the county in which the hearing was had, and deliver a copy of the award to the employer, and a copy to the first signer of the arbitration agreement on the part of the employees. A copy of all the papers shall also be preserved in the office of the Commission at Indianapolis.

SEC. 10. The Clerk of the Circuit Court shall record the papers delivered to him as directed in the last preceding section, in the order book of the Circuit Court. Any person who was a party to the arbitration proceedings may present to the Circuit Court of the county in which the hearing was had, or the Judge thereof in vacation, a verified petition referring to the proceedings and the record of them in the order book and showing that said award has not been complied with, stating by whom and in what respect it has been disobeyed. And thereupon the Court or Judge thereof in vacation shall grant a rule against the party or parties so charged, to show cause within five days why said award has not been obeyed, which shall be served by the Sheriff as other process. Upon return made to the rule the Judge or

Court if in session, shall hear and determine the questions presented and make such order or orders directed to the parties before him *in personam*, as shall give just effect to the award. Disobedience by any party to such proceedings of any order so made shall be deemed a contempt of the court and may be punished accordingly. But such punishment shall not extend to imprisonment except in case of wilful and contumacious disobedience. In all proceedings under this section the award shall be regarded as presumptively binding upon the employer and all employes who were parties to the controversy submitted to arbitration, which presumption shall be overcome only by proof of dissent from the submission delivered to the arbitrators, or one of them, in writing before the commencement of the hearing.

SEC. 11. The Labor Commission, with the advice and assistance of the Attorney-General of the State, which he is hereby required to render, may make rules and regulations respecting proceedings in arbitrations under this act not inconsistent with this act or the law, including forms, and cause the same to be printed and furnished to all persons applying therefor, and all arbitration proceedings under this act shall thereafter conform to such rules and regulations.

SEC. 12. Any employer and his employes, not less than twenty-five in number, between whom differences exist which have not resulted in any open rupture or strike, may of their own motion apply to the Labor Commission for arbitration of their differences, and upon the execution of an arbitration agreement as hereinbefore provided, a Board of Arbitrators shall be organized in the manner hereinbefore provided, and the arbitration shall take place and the award be rendered, recorded and enforced in the same manner as in arbitrations under the provisions found in the preceding sections of this act.

SEC. 13. In all cases arising under this act requiring the attendance of a Judge of the Circuit Court as a member of an Arbitration Board, such duty shall have precedence over any other business pending in his court, and if necessary for the prompt transaction of such other business it shall be his duty to appoint some other Circuit Judge, or Judge of a Superior or the Appellate or Supreme Court to sit in the Circuit Court in his

place during the pendency of such arbitration, and such appointee shall receive the same compensation for his services as is now allowed by law to Judges appointed to sit in case of change of Judge in civil actions. In case the Judge of the Circuit Court, whose duty it shall become under this act to sit upon any Board of Arbitrators, shall be at the time actually engaged in a trial which can not be interrupted without loss and injury to the parties, and which will in his opinion continue for more than three days to come, or is disabled from acting by sickness or otherwise, it shall be the duty of such Judge to call in and appoint some other Circuit Judge, or some Judge of a Superior Court, or the Appellate or Supreme Court, to sit upon such Board of Arbitrators, and such appointed Judge shall have the same power and perform the same duties as member of the Board of Arbitration as are by this act vested in and charged upon the Circuit Judge regularly sitting, and he shall receive the same compensation now provided by law to a Judge sitting by appointment upon a change of Judge in civil cases, to be paid in the same way.

SEC. 14. If the parties to any such labor controversy as is defined in section 4 of this act shall have failed at the end of five days after the first communication of said Labor Commission with them to adjust their differences amicably, or to agree to submit the same to arbitration, it shall be the duty of the Labor Commission to proceed at once to investigate the facts attending the disagreement. In this investigation the Commission shall be entitled, upon request, to the presence and assistance of the Attorney-General of the State, in person or by deputy, whose duty it is hereby made to attend without delay, upon request by letter or telegram from the Commission. For the purpose of such investigation the Commission shall have power to issue subpoenas, and each of the Commissioners shall have power to administer oaths and affirmations. Such subpoena shall be under the seal of the Commission and signed by the Secretary of the Commission, or a member of it, and shall command the attendance of the person or persons named in it at a time and place named, which subpoena may be served and returned as other process by any Sheriff or Constable in the State. In case of disobedience of any such subpoena, or the refusal of any witness to testify, the Circuit Court of the county within which the subpoena was issued, or the Judge thereof in vacation,

shall, upon the application of the Labor Commission, grant a rule against the disobeying person or persons, or the person refusing to testify, to show cause forthwith why he or they should not obey such subpœna, or testify as required by the Commission, or be adjudged guilty of contempt, and in such proceedings such court, or the Judge thereof in vacation, shall be empowered to compel obedience to such subpœna as in the case of subpœna issued under the order and by authority of the court, or to compel a witness to testify as witnesses in court are compelled to testify. But no person shall be required to attend as a witness at any place outside the county of his residence. Witnesses called by the Labor Commission under this section shall be paid \$1.00 per diem fees out of the expense fund provided by this act, if such payment is claimed at the time of their examination.

SEC. 15. Upon the completion of the investigation authorized by the last preceding section, the Labor Commission shall forthwith report the facts thereby disclosed affecting the merits of the controversy in succinct and condensed form to the Governor, who, unless he shall perceive good reason to the contrary, shall at once authorize such report to be given out for publication. And as soon thereafter as practicable, such report shall be printed under the direction of the Commission and a copy shall be supplied to any one requesting the same.

SEC. 16. Any employer shall be entitled, in his response to the inquiries made of him by the Commission in the investigation provided for in the two last preceding sections, to submit in writing to the Commission, a statement of any facts material to the inquiry, the publication of which would be likely to be injurious to his business, and the facts so stated shall be taken and held as confidential, and shall not be disclosed in the report or otherwise.

SEC. 17. Said Commissioners shall receive a compensation of ten dollars each per diem for the time actually expended, and actual and necessary traveling expenses while absent from home in the performance of duty, and each of the two members of a Board of Arbitration chosen by the parties under the provisions of this act shall receive the same compensation for the days occupied in service upon the Board. The Attorney-General, or his deputy, shall receive his necessary and actual traveling expenses while absent from home in the service of the Commission. Such



compensation and expenses shall be paid by the Treasurer of State upon warrants drawn by the Auditor upon itemized and verified accounts of time spent and expenses paid. All such accounts, except those of the Commissioners, shall be certified as correct by the Commissioners, or one of them, and the accounts of the Commissioners shall be certified by the Secretary of the Commission. It is hereby declared to be the policy of this act that the arbitrations and investigations provided for in it shall be conducted with all reasonable promptness and dispatch, and no member of any Board of Arbitration shall be allowed payment for more than fifteen days' service in any one arbitration, and no Commissioner shall be allowed payment for more than ten days' service in the making of the investigation provided for in section 14 and sections following.

SEC. 18. For the payment of the salary of the Secretary of the Commission, the compensation of the Commissioners and other arbitrators, the traveling and hotel expenses herein authorized to be paid, and for witness fees, printing, stationery, postage, telegrams and office expenses there is hereby appropriated out of any money in the Treasury not otherwise appropriated, the sum of five thousand dollars for the year 1897 and five thousand dollars for the year 1898.

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### IDAHO.

The following bill, having remained with the governor more than ten secular days after the legislature adjourned, became a law March 20, 1897.

**An Act to provide for a State Board of Arbitration, for the Settlement of Differences between Employees and their Employers and to provide for Local Boards of Arbitration subordinate thereto.**

*Be it enacted by the Legislature of the State of Idaho :*

SECTION 1. The Governor, with the advice and consent of the Senate, shall, on or before the fourth day of March, eighteen hundred and ninety-seven, appoint three competent persons to serve as a State board of Arbitration and Conciliation in the manner hereinafter provided. One of them shall be an employer or selected from some association representing employers of labor; one of them shall be selected from some labor organization and not an employer of labor; the third shall

be appointed upon the recommendation of the other two; *Provided, however*, That if the two appointed do not agree on the third man at the expiration of thirty days, he shall then be appointed by the Governor. On or before the fourth day of March, eighteen hundred and ninety-seven, the Governor, with the advice and consent of the Senate, shall appoint three members of said board in the manner above provided; one to serve for six years; one for four years; and one for two years; or until their respective successors are appointed; and on or before the fourth day of March of each year during which the legislature of this State is in its regular biennial session thereafter, the Governor shall in the same manner appoint one member of said board to succeed the member whose term then expires and to serve for the term of six years or until his successor is appointed. If a vacancy occurs at any time, the Governor shall in the same manner appoint some one to serve out the unexpired term; and he may in like manner remove any member of said board. Each member of said board shall, before entering upon the duties of his office, be sworn to a faithful discharge thereof. They shall at once organize by the choice of one of their members as chairman. Said board shall choose one of its members as secretary and may also appoint and remove a clerk of the board, who shall receive pay only for time during which his services are actually required and that at a rate of not more than four dollars per day during such time as he may be employed.

SEC. 2. The board shall, as soon as possible after its organization, establish such rules of procedure as shall be approved by the Governor and Senate.

• SEC. 3. Whenever any controversy or difference, not involving questions which may be the subject of a suit at law or bill in equity, exists between an employer, whether an individual, co-partnership or corporation, and his employees if at the time he employs not less than twenty-five persons in the same general line of business in any city or town or village or county in this State, the board shall upon application as hereinafter provided, and as soon as practicable thereafter, visit the locality of the dispute and make careful inquiry into the cause thereof, hear all persons interested therein who may come before them, advise the respective parties what, if anything, ought to be done or submitted to by either or both to adjust said dispute, and make a written decision thereof. This decision shall at once be made

public, shall be recorded upon proper books of record to be kept by the secretary of said board, and a short statement thereof published in the annual report hereinafter provided for, and the said board shall cause a copy thereof to be filed with the County Recorder of the county where such business is carried on.

SEC. 4. Said application shall be signed by said employer or by a majority of his employees in the department of the business in which the controversy or difference exists, or their duly authorized agent or by both parties and shall contain a concise statement of the grievance complained of, and a promise to continue in the business or at work without any lockout or strike until the decision of said board if it shall be made in three weeks of the date of filing said application, when an application is signed by an agent claiming to represent a majority of such employees, the board shall satisfy itself that such agent is duly authorized in writing to represent such employees, but the names of the employees giving such authority shall be kept secret by said board. As soon as may be after the receipt of said application, the secretary of said board shall cause public notice to be given of the time and place for the hearing thereof; but public notice need not be given when both parties to the controversy join in the application and present therewith a written request that no public notice be given. When such request be made, notice shall be given to the parties interested in such manner as the board may order and the board may, at any stage of the proceedings, cause public notice to be given, notwithstanding such request. Should the petitioner or petitioners fail to perform the promise made in said application, the board shall proceed no further thereupon without the written consent of the adverse party. The board shall have the power to summons as witness any operative in the departments of business affected, and any person, who keeps the records of wages earned in those departments and to examine them under oath and to require the production of books containing the record of wages paid. Summons may be signed and oaths administered by any member of the board.

SEC. 5. Upon the receipt of such application and after such notice, the board shall proceed as before provided and render a written decision which shall be open to public inspection shall be recorded upon the records of the board and published at the discretion of the same, in an annual report to be made to the

Governor of the State on or before the first day of February of each year.

SEC. 6. Said decision shall be binding upon the parties who join in said application for six months, or until either party has given the other notice in writing of his intention not to be bound by the same at the expiration of sixty days therefrom. Said notice may be given to said employees by posting the same in three conspicuous places in the shop or factory, mill or at the mine where they work or are employed.

SEC. 7. The parties to any controversy or difference as described in Section 3 of this act may submit the matters in dispute, in writing to a local board of arbitration and conciliation, such board may either be mutually agreed upon, or the employer may designate one of the arbitrators, the employees or their duly authorized agent, another, and the two arbitrators so designated may choose a third, who shall be chairman of the board.

Such board shall, in respect to the matters referred to it, have and exercise all the powers which the state board might have and exercise, and its decision shall have whatever binding effect may be agreed by the parties to the controversy in the written submission.

The jurisdiction of such board shall be exclusive in respect to the matters submitted to it, but it may ask and receive the advice and assistance of the state board. The decision of such board shall be rendered within ten days of the close of any hearing held by it; such decision shall at once be filed with the recorder of the county in which the controversy or difference arose, and a copy thereof shall be forwarded to the state board. Each of such arbitrators shall be entitled to receive from the treasury of the county in which the controversy or difference that is the subject of the arbitration exists, if such payment is approved in writing by the board of commissioners of such county, the sum of three dollars for each day of actual service, not exceeding ten days for any one arbitration, whenever it is made to appear to the mayor of a city or the board of commissioners of a county that a strike or lockout such as described in Section 8 of this act is seriously threatened or actually occurs, the mayor of such city or the board of commissioners of such county shall at once notify the state board of the facts.

SEC. 8. Whenever it shall come to the knowledge of the state board, either by notice from the mayor of a city or the



board of commissioners of a county, as provided in the preceding section or otherwise, that a strike or lockout is seriously threatened or has actually occurred in any county or town of the State, involving an employer and his present or past employees, if at the time he is employing, or up to the occurrence of the strike or lockout was employing not less than twenty-five persons in the same general line of business in any county or town in the State, it shall be the duty of the State board to put itself in communication as soon as may be with such employer, and employees, and endeavor by mediation to effect an amicable settlement between them, or to endeavor to persuade them; *Provided*, That a strike or lockout has not actually occurred or is not then continuing, to submit the matters in dispute to a local board of arbitration and conciliation, as above provided, or to the State board; and said State board may, if it deems it advisable, investigate the cause or causes of such controversy, and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and may make and publish a report finding such cause or causes and assigning such responsibility or blame. The board shall have the same powers for the foregoing purposes as are given it by Section 3 of this act.

SEC. 9. Witnesses summoned by the State board shall be allowed the sum of fifty cents for each attendance, and the sum of twenty-five cents for each hour of attendance in excess of two hours, and shall be allowed five cents, a mile for travel each way from their respective places of employment or business to the place where the board is in session. Each witness shall certify in writing the amount of his travel and attendance, and the amount due him shall be paid forthwith by the board, and for such purpose the board shall be entitled to draw from the treasury of the State for the payment thereof any of the unappropriated moneys of the State.

SEC. 10. The members of said state board shall be paid six dollars per day for each day that they are actually engaged in the performance of their duties, to be paid out of the treasury of the State, and they shall be allowed their necessary traveling and other expenses, which shall be paid out of the treasury of the State.

## COLORADO.

[CHAPTER 2 OF THE SESSION LAWS OF 1897. *Approved March 31.*]

**An Act creating a State and local Boards of Arbitration and providing for the adjustment of differences between Employers and Employes and defining the powers and duties thereof and making an appropriation therefor.**

*Be it enacted by the General Assembly of the State of Colorado :*

SECTION 1. There shall be established a State Board of Arbitration consisting of three members, which shall be charged, among other duties provided by this Act, with the consideration and settlement by means of arbitration, conciliation and adjustment, when possible, of strikes, lockouts and labor or wage controversies arising between employers and employes.

SECTION 2. Immediately after the passage of this Act the Governor shall appoint a State Board of Arbitration, consisting of three qualified resident citizens of the State of Colorado and above the age of thirty years. One of the members of said Board shall be selected from the ranks of active members of bona fide labor organizations of the State of Colorado, and one shall be selected from active employers of labor or from organizations representing employers of labor. The third member of the Board shall be appointed by the Governor from a list which shall not consist of more than six names selected from entirely disinterested ranks submitted by the two members of the Board above designated. If any vacancy should occur in said Board, the Governor shall, in the same manner, appoint an eligible citizen for the remainder of the term, as herein before provided.

SECTION 3. The third member of said Board shall be Secretary thereof, whose duty it shall be, in addition to his duties as a member of the Board, to keep a full and faithful record of the proceedings of the Board and perform such clerical work as may be necessary for a concise statement of all official business that may be transacted. He shall be the custodian of all documents and testimony of an official character relating to the business of the Board ; and shall also have, under direction of a majority of the Board, power to issue subpoenas, to administer oaths to witnesses cited before the Board, to call for and examine books, papers and documents necessary for examination in

the adjustment of labor differences, with the same authority to enforce their production as is possessed by courts of record or the judges thereof in this State.

SECTION 4. Said members of the Board of Arbitration shall take and subscribe the constitutional oath of office, and be sworn to the due and faithful performance of the duties of their respective offices before entering upon the discharge of the same. The Secretary of State shall set apart and furnish an office in the State Capitol for the proper and convenient transaction of the business of said Board.

SECTION 5. Whenever any grievance or dispute of any nature shall arise between employer and employes, it shall be lawful for the parties to submit the same directly to said Board, in case such parties elect to do so, and shall jointly notify said Board or its Clerk in writing of such desire. Whenever such notification is given it shall be the duty of said Board to proceed with as little delay as possible to the locality of such grievance or dispute, and inquire into the cause or causes of such grievance or dispute. The parties to the grievance or dispute shall thereupon submit to said Board in writing, clearly and in detail, their grievances and complaints and the cause or causes therefor, and severally agree in writing to submit to the decision of said Board as to the matters so submitted, promising and agreeing to continue on in business or at work, without a lockout or strike until the decision is rendered by the Board, provided such decision shall be given within ten days after the completion of the investigation. The Board shall thereupon proceed to fully investigate and inquire into the matters in controversy and to take testimony under oath in relation thereto; and shall have power under its Chairman or Clerk to administer oaths, to issue subpoenas for the attendance of witnesses, the production of books and papers in like manner and with the same powers as provided for in Section 3 of this Act.

SECTION 6. After the matter has been fully heard, the said Board, or a majority of its members, shall, within ten days, render a decision thereon in writing, signed by them or a majority of them, stating such details as will clearly show the nature of the decision and the points disposed of by them. The Clerk of said Board shall file four copies of such decision, one with the Secretary of State, a copy served to each of the parties to the controversy, and one copy retained by the Board.

SECTION 7. Whenever a strike or lockout shall occur or seriously threaten in any part of the State, and shall come to the knowledge of the members of the Board, or any one thereof by a written notice from either of the parties to such threatened strike or lockout, or from the Mayor or Clerk of the city or town, or from the Justice of the Peace of the district where such strike or lockout is threatened, it shall be their duty, and they are hereby directed, to proceed as soon as practicable to the locality of such strike or lockout and put themselves in communication with the parties to the controversy and endeavor by mediation to affect an amicable settlement of such controversy, and, if in their judgment it is deemed best, to inquire into the cause or causes of the controversy: and to that end the Board is hereby authorized to subpœna witnesses, compel their attendance, and send for persons and papers in like manner and with the same powers as it is authorized by Section 3 of this Act.

SECTION 8. The fees of witnesses before said Board of Arbitration shall be two dollars (\$2.00) for each day's attendance, and five (5) cents per mile over the nearest traveled routes in going to and returning from the place where attendance is required by the Board. All subpœnas shall be signed by the Secretary of the Board and may be served by any person of legal age authorized by the Board to serve the same.

SECTION 9. The parties to any controversy or difference as described in Section 5 of this Act may submit the matters in dispute in writing to a local Board of Arbitration and conciliation; said Board may either be mutually agreed upon or the employer may designate one of such arbitrators, the employes or their duly authorized agent another, and the two arbitrators so designated may choose a third who shall be Chairman of such local Board; such Board shall in respect to the matters referred to it have and exercise all the powers which the State Board might have and exercise, and its decision shall have such binding effect as may be agreed upon by the parties to the controversy in the written submission. The jurisdiction of such local Board shall be exclusive in respect to the matter submitted by it, but it may ask and receive the advice and assistance of the State Board. Such local Board shall render its decision in writing, within ten days after the close of any hearing held by it, and shall file a copy thereof with the Secretary of the State



Board. Each of such local arbitrators shall be entitled to receive from the Treasurer of the city, village or town in which the controversy or difference that is the subject of arbitration exists, if such payment is approved by the Mayor of such city, the Board of Trustees of such village, or the Town Board of such town, the sum of three dollars for each day of actual service not exceeding ten days for any one arbitration: Provided, that when such hearing is held at some point having no organized town or city government, in such case the costs of such hearing shall be paid jointly by the parties to the controversy: Provided further that in the event of any local Board of Arbitration or a majority thereof failing to agree within ten (10) days after any case being placed in their hands, the State Board shall be called upon to take charge of said case as provided by this Act.

SECTION 10. Said State Board shall report to the Governor annually, on or before the fifteenth day of November in each year, the work of the Board, which shall include a concise statement of all cases coming before the Board for adjustment.

SECTION 11. The Secretary of State shall be authorized and instructed to have printed for circulation one thousand (1,000) copies of the report of the Secretary of the Board, provided the volume shall not exceed four hundred (400) pages.

SECTION 12. Two members of the Board of Arbitration shall each receive the sum of five hundred dollars (\$500) annually, and shall be allowed all money actually and necessarily expended for traveling and other necessary expenses while in the performance of the duties of their office. The member herein designated to be the Secretary of the Board shall receive a salary of twelve hundred dollars (\$1,200) per annum. The salaries of the members shall be paid in monthly instalments by the State Treasurer upon the warrants issued by the Auditor of the State. The other expenses of the Board shall be paid in like manner upon approved vouchers signed by the Chairman of the Board of Arbitration and the Secretary thereof.

SECTION 13. The terms of office of the members of the Board shall be as follows: That of the members who are to be selected from the ranks of labor organizations and from the active employers of labor shall be for two years, and thereafter every two years the Governor shall appoint one from each class for the period of two years. The third member of the Board shall

be appointed as herein provided every two years. The Governor shall have power to remove any members of said Board for cause and fill any vacancy occasioned thereby.

SECTION 14. For the purpose of carrying out the provisions of this Act there is hereby appropriated out of the General Revenue Fund the sum of seven thousand dollars for the fiscal years 1897 and 1898, only one-half of which shall be used in each year, or so much thereof as may be necessary, and not otherwise appropriated.

SECTION 15. In the opinion of the General Assembly an emergency exists; therefore, this Act shall take effect and be in force from and after its passage.

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### WYOMING.

Wyoming was admitted to the Union on July 11, 1890. Article 5 of the Constitution has the following provisions for the arbitration of labor disputes:

SECTION 28. The legislature shall establish courts of arbitration, whose duty it shall be to hear, and determine all differences, and controversies between organizations or associations of laborers, and their employers, which shall be submitted to them in such manner as the legislature may provide.

SECTION 30. Appeals from decisions of compulsory boards of arbitration shall be allowed to the supreme court of the state, and the manner of taking such appeals shall be prescribed by law.

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### MARYLAND.

**An Act to provide for the reference of disputes between employers and employees to arbitration.**

SECTION 1. *Be it enacted by the General Assembly of Maryland,* That whenever any controversy shall arise between any corporation incorporated by this State in which this State may be interested as a stockholder or creditor, and any persons in the employment or service of such corporation, which, in the opinion of the Board of Public Works, shall tend to impair the usefulness or prosperity of such corporation, the said Board of Public Works shall have power to demand and receive a statement of

the grounds of said controversy from the parties to the same ; and if, in their judgment, there shall be occasion so to do, they shall have the right to propose to the parties to said controversy, or to any of them, that the same shall be settled by arbitration ; and if the opposing parties to said controversy shall consent and agree to said arbitration, it shall be the duty of said Board of Public Works to provide in due form for the submission of the said controversy to arbitration, in such manner that the same may be finally settled and determined ; but if the said corporation or the said person in its employment or service, so engaged in controversy with the said corporation, shall refuse to submit to such arbitration, it shall be the duty of the said Board of Public Works to examine into and ascertain the cause of said controversy, and report the same to the next General Assembly.

SEC. 2. *And be it enacted*, That all subjects of dispute arising between corporations, and any person in their employment or service, and all subjects of dispute between employers and employees, employed by them in any trade or manufacture, may be settled and adjusted in the manner heretofore mentioned.

SEC. 3. *And be it further enacted*, That whenever such subjects of dispute shall arise as aforesaid, it shall be lawful for either party to the same to demand and have an arbitration or reference thereof in the manner following, that is to say : Where the party complaining and the party complained of shall come before, or agree by any writing under their hands, to abide by the determination of any judge or justice of the peace, it shall and may be lawful for such judge or justice of the peace to hear and finally determine in a summary manner the matter in dispute between such parties ; but if such parties shall not come before, or so agree to abide by the determination of such judge or justice of the peace, but shall agree to submit their said cause of dispute to arbitrators appointed under the provisions of this act, then it shall be lawful for any such judge or justice of the peace, and such judge or justice of the peace is hereby required, on complaint made before him, and proof that such agreement for arbitration has been entered into, to appoint arbitrators for settling the matters in dispute, and such judge or justice of the peace shall then and there propose not less than two nor more than four persons, one-half of whom shall be employers and the other half employees, acceptable to the parties to the dispute, respectively, who, together with such

judge or justice of the peace, shall have full power finally to hear and determine such dispute.

SEC. 4. *And be it further enacted*, That in all such cases of dispute as aforesaid, as in all other cases, if the parties mutually agree that the matter in dispute shall be arbitrated and determined in a different mode to the one hereby prescribed, such agreement shall be valid, and the award and determination thereon by either mode of arbitration shall be final and conclusive between the parties.

SEC. 5. *And be it further enacted*, That it shall be lawful in all cases for an employer or employee, by writing under his hand, to authorize any person to act for him in submitting to arbitration and attending the same.

SEC. 6. *And be it further enacted*, That every determination of dispute by any judge or justice of the peace shall be given as a judgment of the court over which said judge presides, and of the justice of the peace determining the same; and the said judge or justice of the peace shall award execution thereon as upon verdict, confession or nonsuit; and every award made by arbitrators appointed by any judge or justice of the peace under these provisions of this statute, shall be returned by said arbitrator to the judge or justice of the peace by whom they were appointed; and said judge or justice of the peace shall enter the same as an amicable action between the parties to the same in the court presided over by said judge or justice of the peace, with the same effect as if said action had been regularly commenced in said court by due process of law, and shall thereupon become a judgment of said court, and execution thereon shall be awarded as upon verdict, confession or nonsuit; in the manner provided in article seven of the Public General Laws of Maryland; and in all proceedings under this act, whether before a judge or justice of the peace, or arbitrators, costs shall be taxed as are now allowed by law in similar proceedings, and the same shall be paid equally by the parties to the dispute; such award shall remain four days in court during its sitting, after the return thereof, before any judgment shall be entered thereon; and if it shall appear to the court within that time that the same was obtained by fraud or malpractice in or by surprise, imposition or deception of the arbitrators, or without due notice to the parties or their attorneys, the court may set aside such award and refuse to give judgment thereon. [Approved April 1, 1878.]



## K A N S A S .

**An Act to establish boards of arbitration, and defining their powers and duties.**

*Be it enacted by the Legislature of the State of Kansas :*

SECTION 1. That the district court of each county, or a judge thereof in vacation, shall have the power, and upon the presentation of a petition as hereinafter provided it shall be the duty, of said court or judge to issue a license or authority for the establishment within and for any county within the jurisdiction of said court, of a tribunal for voluntary arbitration and settlements of disputes between employers and employed in the manufacturing, mechanical, mining and other industries.

SEC. 2. The said petition shall be substantially in the form hereinafter given, and the petition shall be signed by at least five persons employed as workmen, or by two or more separate firms, individuals, or corporations within the county who are employers within the county: *Provided*, That at the time the petition is presented, the judge before whom said petition is presented may, upon motion, require testimony to be taken as to the representative character of said petitioners, and if it appears that the requisite number of said petitioners are not of the character they represent themselves to be, the establishment of the said tribunal may be denied, or he may make such other order in that behalf as shall to him seem fair to both sides.

SEC. 3. If the said petition shall be signed by the requisite number of either employers or workmen, and be in proper form, the judge shall forthwith cause to be issued a license, authorizing the existence of such a tribunal and containing the names of four persons to compose the tribunal, two of whom shall be workmen and two employers, all residents of said county, and fixing the time and place of the first meeting thereof; and an entry of the license so granted shall be made upon the journal of the district court of the county in which the petition originated.

SEC. 4. Said tribunal shall continue in existence for one year, from the date of the license creating it, and may take jurisdiction of any dispute between employers and workmen in any mechanical, manufacturing, mining, or other industry, who may submit their disputes in writing to such tribunal for decision.

Vacancies occurring in the membership of the tribunal shall be filled by the judge or court that licensed said tribunal. Disputes occurring in one county may be referred to a tribunal already existing in an adjoining county. Said court at the time of the issuance of said license shall appoint an umpire for said tribunal, who shall be sworn to impartially decide all questions that may be submitted to him during his term of office. The umpire shall be called upon to act after disagreement is manifested in the tribunal by failure to agree during three meetings held and full discussion had. His award shall be final and conclusive upon such matters only as are submitted to him in writing and signed by the whole of the members of the tribunal, or by parties submitting the same. And the award of said tribunal shall be final and conclusive upon the questions so submitted to it: *Provided*, That said award may be impeached for fraud, accident or mistake.

SEC. 5. The said tribunal when convened shall be organized by the selection of one of their number as chairman, and one as secretary, who shall be chosen by a majority of the members.

SEC. 6. The members of the tribunal and the umpire shall each receive as compensation for their services, out of the treasury of the county in which said dispute shall arise, two dollars for each day of actual service. The sessions of said tribunal shall be held at the county seat of the county where the petition for the same was presented, and a suitable room for the use of said tribunal shall be provided by the county commissioners.

SEC. 7. All submissions of matters in dispute shall be made to the chairman of said tribunal, who shall file the same. The chairman of the tribunal shall have power to administer oaths to all witnesses who may be produced, and a majority of said tribunal may provide for the examination and investigation of books, documents and accounts necessary, material, and pertaining to the matters in hearing before the tribunal, and belonging to either party to the dispute. The umpire shall have power when necessary to administer oaths and examine witnesses, and examine and investigate books, documents and accounts pertaining to the matters submitted to him for decision.

SEC. 8. The said tribunal shall have power to make, ordain and enforce rules for the government of the body, when in session, to enable the business to be proceeded with in order, and to fix its sessions and adjournments; but such rules shall not

conflict with this statute nor with any of the provisions of the constitution and laws of the state: *Provided*, That the chairman of said tribunal may convene said tribunal in extra session at the earliest day possible, in cases of emergency.

SEC. 9. Before the umpire shall proceed to act, the question or questions in dispute shall be plainly defined in writing and signed by the members of the tribunal or a majority thereof, or by the parties submitting the same; and such writing shall contain the submission of the decision thereof to the umpire by name, and shall provide that his decision thereon after hearing shall be final; and said umpire must make his award within five days from the time the question or questions in dispute are submitted to him. Said award shall be made to the tribunal; and if the award is for a specific sum of money, said award of money, or the award of the tribunal, when it shall be for a specific sum, may be made a matter of record by filing a copy thereof in the district court of the county wherein the tribunal is in session. When so entered of record it shall be final and conclusive, and the proper court may on motion of anyone interested, enter judgment thereon; and when the award is for a specific sum of money may issue final and other process to enforce the same: *Provided*, That any such award may be impeached for fraud, accident, or mistake.

SEC. 10. The form of the petition praying for a tribunal under this act shall be as follows:—

To the District Court of                      County (or a judge thereof, as the case may be): The subscribers hereto being the number and having the qualifications required in this proceeding, being desirous of establishing a tribunal of voluntary arbitration for the settlement of disputes in the manufacturing, mechanical, mining and other industries, pray that a license for a tribunal of voluntary arbitration may be issued, to be composed of four persons and an umpire, as provided by law.

SEC. 11. This act to be in force and take effect from and after its publication in the official state paper. [*Published February 25, 1886.*]

## IOWA.

**An Act to Authorize the Creation and to Provide for the Operation of Tribunals of Voluntary Arbitration to Adjust Industrial Disputes between Employers and Employed.**

*Be it enacted by the General Assembly of the State of Iowa:*

SECTION 1. That the district court of each county, or a judge thereof in vacation, shall have power, and upon the presentation of a petition, or of the agreement hereinafter named, it shall be the duty of said court, or a judge thereof in vacation, to issue in the form hereinafter named, a license or authority for the establishment within and for each county of tribunals for voluntary arbitration and settlement of disputes between employers and employed in the manufacturing, mechanical or mining industries.

SEC. 2. The said petition or agreement shall be substantially in the form hereinafter given, and the petition shall be signed by at least twenty persons employed as workmen, and by four or more separate firms, individuals, or corporations within the county, or by at least four employers, each of whom shall employ at least five workmen, or by the representative of a firm, corporation or individual employing not less than twenty men in their trade or industry; *provided*, that at the time the petition is presented, the judge before whom said petition is presented may, upon motion require testimony to be taken as to the representative character of said petitioners, and if it appears that said petitioners do not represent the will of a majority, or at least one-half of each party to the dispute, the license for the establishment of said tribunal may be denied, or may make such other order in this behalf as to him shall seem fair to both sides.

SEC. 3. If the said petition shall be signed by the requisite number of both employers and workmen, and be in proper form and contain the names of the persons to compose the tribunal, being an equal number of employers and workmen, the judge shall forthwith cause to be issued a license substantially in the form hereinafter given, authorizing the existence of such tribu-



nal and fixing the time and place of the first meeting thereof, and an entry of the license so granted shall be made upon the journal of the district court of the county in which the petition originated.

SEC. 4. Said tribunal shall continue in existence for one year from date of the license creating it, and may take jurisdiction of any dispute between employers and workmen in any mechanical, manufacturing, or mining industry, or business, who shall have petitioned for the tribunal, or have been represented in the petition therefor, or who may submit their disputes in writing to such tribunal for decision. Vacancies occurring in the membership of the tribunal shall be filled by the judge or court that licensed said tribunal, from three names, presented by the members of the tribunal remaining in that class, in which the vacancies occur. The removal of any member to an adjoining county, shall not cause a vacancy in either the tribunal or post of umpire. Disputes occurring in one county may be referred to a tribunal already existing in an adjoining county. The place of umpire in any of said tribunals and vacancies occurring in such place, shall only be filled by the mutual choice of the whole of the representatives, of both employers and workmen constituting the tribunal, immediately upon the organization of the same, and the umpire shall be called upon to act after disagreement is manifested in the tribunal by failure during three meetings held and full discussion had. His award shall be final and conclusive upon such matters only as are submitted to him in writing and signed by the whole of the members of the tribunal, or by parties submitting the same.

SEC. 5. The said tribunal shall consist of not less than two employers or their representatives, and two workmen or their representatives. The exact number which shall in each case constitute the tribunal, shall be inserted in the petition or agreement, and they shall be named in the license issued. The said tribunal, when convened shall be organized by the selection of one of their members as chairman and one as secretary, who shall be chosen by a majority of the members, or if such majority cannot be had after two votes, then by secret ballot, or by lot, as they prefer.

SEC. 6. The members of the tribunal shall receive no compensation for their services from the city or county, but the expenses of the tribunal, other than fuel, light and the use of the room and furniture, may be paid by voluntary subscription, which the tribunal is authorized to receive and expend for such purposes. The sessions of said tribunal shall be held at the county seat of the county where the petition for the same was presented, and a room in the court house or elsewhere for the use of said tribunal shall be provided by the county board of supervisors.

SEC. 7. When no umpire is acting, the chairman of the tribunal shall have power to administer oaths to all witnesses who may be produced, and a majority of said tribunal may provide for the examination and investigation of books, documents and accounts pertaining to the matters in hearing before the tribunal, and belonging to either party to the dispute; *provided*, that the tribunal may unanimously direct that instead of producing books, papers and accounts before the tribunal, an accountant agreed upon by the entire tribunal may be appointed to examine such books, papers and accounts, and such accountant shall be sworn to well and truly examine such books, documents and accounts, as may be presented to him, and to report the results of such examination in writing to said tribunal. Before such examination, the information desired and required by the tribunal shall be plainly stated in writing, and presented to said accountant, which statement shall be signed by the members of said tribunal, or by a majority of each class thereof. Attorneys at law or other agents of either party to the dispute, shall not be permitted to appear or take part in any of the proceedings of the tribunal, or before the umpire.

SEC. 8. When the umpire is acting he shall preside and he shall have all the power of the chairman of the tribunal, and his determination upon all questions of evidence, or other questions in conducting the inquiries there pending, shall be final. Committees of the tribunal consisting of an equal number of each class may be constituted to examine into any question in dispute between employers and workmen which may have been referred to said committee by the tribunal, and such committee may hear, and settle the same finally, when it can be done by a

unanimous vote; otherwise the same shall be reported to the full tribunal, and be there heard as if the question had not been referred. The said tribunal in connection with the said umpire shall have power to make or ordain and enforce rules for the government of the body when in session to enable the business to be proceeded with, in order, and to fix its sessions and adjournments, but such rules shall not conflict with this statute nor with any of the provisions of the constitution and laws of Iowa.

SEC. 9. Before the umpire shall proceed to act, the question or questions in dispute shall be plainly defined in writing and signed by the members of the tribunal, or a majority thereof of each class, or by the parties submitting the same, and such writing shall contain the submission of the decision thereof to the umpire by name, and shall provide that his decision thereon, after hearing shall be final. The umpire shall be sworn to impartially decide all questions that may be submitted to him during his term of office. The submission and his award may be made in the form hereinafter given, and said umpire must make his award within ten days from the time the question or questions in dispute are submitted to him. Said award shall be made to the tribunal; and if the award is for a specific sum of money, said award may be made a matter of record by filing a copy thereof in the district court of the county wherein the tribunal is in session. When so entered of record it shall be final and conclusive, and the proper court may, on motion of any one interested enter judgment thereon; and when the award is for a specific sum of money may issue final and other process to enforce the same.

SEC. 10. The form of the joint petition or agreement praying for a tribunal under this act shall be as follows:

To the District Court of \_\_\_\_\_ County (or to a judge thereof, as the case may be):

The subscribers hereto being the number, and having the qualifications required in this proceeding, being desirous of establishing a tribunal of voluntary arbitration for the settlement of disputes in the (here name the branch of industry), trade, and having agreed upon A, B, C, D, and E representing the employers, and G, H, I, J, and K representing the workmen, as members of said tribunal, who each

are qualified to act thereon, pray that a license for a tribunal in the \_\_\_\_\_ trade may be issued to said persons named above.

EMPLOYERS.	Names.	Residence.	Works.	Number employed.

EMPLOYEES.	Names.	Residence.	By whom employed.

SEC. 11. The license to be issued upon such petition may be as follows.

STATE OF IOWA }  
COUNTY } ss

Whereas, The joint petition, and agreement of four employers (or representatives of a firm or corporation or individual employing twenty men as the case may be), and twenty workmen have been presented to this court (or if to a judge in vacation so state) praying the creation of a tribunal, of voluntary arbitration for the settlement of disputes in the workman trade within this county and naming A, B, C, D, and E representing the employers, and G, H, I, J, and K representing the workmen. Now in pursuance of the statute for such case made, and provided said named persons are hereby licensed, and authorized to be, and exist as a tribunal of voluntary arbitration for the settlement of disputes between employers, and workmen for the period of one year from this date, and they shall meet, and organize on the \_\_\_\_\_ day of \_\_\_\_\_ A.D. \_\_\_\_\_ at \_\_\_\_\_

Signed this \_\_\_\_\_ day of \_\_\_\_\_, A.D. \_\_\_\_\_

Clerk of the \_\_\_\_\_ District Court of \_\_\_\_\_ County.

SEC. 12. When it becomes necessary to submit a matter in controversy to the umpire it may be in form as follows:

We A, B, C, D, and E representing employers, and G, H, I, J, and K representing workmen composing a tribunal of voluntary arbitration hereby submit, and refer unto the umpirage of L (the umpire



of the tribunal of the \_\_\_\_\_ trade) the following subject-matter, viz.: (Here state full, and clear the matter submitted), and we hereby agree that his decision and determination upon the same shall be binding upon us, and final, and conclusive upon the questions thus submitted, and we pledge ourselves to abide by, and carry out the decision of the umpire when made.

Witness our names this \_\_\_\_\_ day of \_\_\_\_\_ A.D. \_\_\_\_\_

(Signatures) \_\_\_\_\_  
\_\_\_\_\_

SEC. 13. The umpire shall make his award in writing to the tribunal, stating distinctly his decision on the subject-matter submitted, and when the award is for a specific sum of money, the umpire shall forward a copy of the same to the clerk of the proper court. [*Approved March 6, 1886.*]

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### PENNSYLVANIA.

**An Act to establish boards of arbitration to settle all questions of wages and other matters of variance between capital and labor.**

WHEREAS, The great industries of this Commonwealth are frequently suspended by strikes and lockouts resulting at times in criminal violation of the law and entailing upon the State vast expense to protect life and property and preserve the public peace:

*And, whereas,* No adequate means exist for the adjustment of these issues between capital and labor, employers and employés, upon an equitable basis where each party can meet together upon terms of equality to settle the rates of compensation for labor and establish rules and regulations for their branches of industry in harmony with law and a generous public sentiment: Therefore,

SECTION 1. *Be it enacted, &c.,* That whenever any differences arise between employers and employés in the mining, manufacturing or transportation industries of the Commonwealth which cannot be mutually settled to the satisfaction of a majority of all parties concerned, it shall be lawful for either party, or for both parties jointly, to make application to the

court of common pleas wherein the service is to be performed about which the dispute has arisen to appoint and constitute a board of arbitration to consider, arrange and settle all matters at variance between them which must be fully set forth in the application, such application to be in writing and signed and duly acknowledged before a proper officer by the representatives of the persons employed as workmen, or by the representatives of a firm, individual or corporation, or by both, if the application is made jointly by the parties; such applicants to be citizens of the United States, and the said application shall be filed with the record of all proceedings had in consequence thereof among the records of said court.

SECTION 2. That when the application duly authenticated has been presented to the court of common pleas, as aforesaid, it shall be lawful for said court, if in its judgment the said application allege matters of sufficient importance to warrant the intervention of a board of arbitrators in order to preserve the public peace, or promote the interests and harmony of labor and capital, to grant a rule on each of the parties to the alleged controversy, where the application is made jointly, to select three citizens of the county of good character and familiar with all matters in dispute to serve as members of the said board of arbitration which shall consist of nine members all citizens of this Commonwealth; as soon as the said members are appointed by the respective parties to the issue, the court shall proceed at once to fill the board by the selection of three persons from the citizens of the county of well-known character for probity and general intelligence, and not directly connected with the interests of either party to the dispute, one of whom shall be designated by the said judge as president of the board of arbitration.

Where but one party makes application for the appointment of such board of arbitration the court shall give notice by order of court to both parties in interest, requiring them each to appoint three persons as members of said board within ten days thereafter, and in case either party refuse or neglects to make such appointment the court shall thereupon fill the board by the selection of six persons who, with the three named by the other party in the controversy, shall constitute said board of arbitration.

The said court shall also appoint one of the members thereof secretary to the said board, who shall also have a vote and

the same powers as any other member, and shall also designate the time and place of meeting of the said board. They shall also place before them copies of all papers and minutes of proceedings to the case or cases submitted.

SECTION 3. That when the board of arbitrators has been thus appointed and constituted, and each member has been sworn or affirmed and the papers have been submitted to them, they shall first carefully consider the records before them and then determine the rules to govern their proceedings; they shall sit with closed doors until their organization is consummated after which their proceedings shall be public. The president of the board shall have full authority to preserve order at the sessions and may summon or appoint officers to assist and in all ballotings he shall have a vote. It shall be lawful for him at the request of any two members of the board to send for persons, books and papers, and he shall have power to enforce their presence and to require them to testify in any matter before the board, and for any wilful failure to appear and testify before said board, when requested by the said board, the person or persons so offending shall be guilty of a misdemeanor, and on conviction thereof in the court of quarter sessions of the county where the offence is committed, shall be sentenced to pay a fine not exceeding five hundred dollars and imprisonment not exceeding thirty days, either or both, at the discretion of the court.

SECTION 4. That as soon as the board is organized the president shall announce that the sessions are opened and the variants may appear with their attorneys and counsel, if they so desire, and open their case, and in all proceedings the applicant shall stand as plaintiff, but when the application is jointly made, the employés shall stand as plaintiff in the case, each party in turn shall be allowed a full and impartial hearing and may examine experts and present models, drawings, statements and any proper matter bearing on the case, all of which shall be carefully considered by the said board in arriving at their conclusions, and the decision of the said board shall be final and conclusive of all matters brought before them for adjustment, and the said board of arbitration may adjourn from the place designated by the court for holding its sessions, when it deems it expedient to do so, to the place or places where the

dispute arises and hold sessions and personally examine the workings and matters at variance to assist their judgment.

SECTION 5. That the compensation of the members of the board of arbitration shall be as follows, to wit: each shall receive four dollars per diem and ten cents per mile both ways between their homes and the place of meeting by the nearest comfortable routes of travel to be paid out of the treasury of the county where the arbitration is held, and witnesses shall be allowed from the treasury of the said county the same fees now allowed by law for similar services.

SECTION 6. That the board of arbitrators shall duly execute their decision which shall be reached by a vote of a majority of all the members by having the names of those voting in the affirmative signed thereon and attested by the secretary, and their decisions, together with all the papers and minutes of their proceedings, shall be returned to and filed in the court aforesaid for safe keeping.

SECTION 7. All laws and parts of laws inconsistent with the provisions of this act be and the same are hereby repealed.  
[Approved the 18th day of May, A.D. 1893.]

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## TEXAS.

### [CHAPTER 379.]

**An Act to provide for the amicable adjustment of grievances and disputes that may arise between employers or receiver and employes, and to authorize the creation of a board of arbitration; to provide for compensation of said board, and to provide penalties for the violation hereof.**

SECTION 1. *Be it enacted by the Legislature of the State of Texas:* That whenever any grievance or dispute of any nature, growing out of the relation of employer and employes, shall arise or exist between employer and employes, it shall be lawful upon mutual consent of all parties, to submit all matters respecting such grievance or dispute in writing to a board of arbitrators to hear, adjudicate, and determine the same. Said board shall consist of five (5) persons. When the employes concerned in such grievance or dispute as the aforesaid are members in good standing of any labor organization which is



represented by one or more delegates in a central body, the said central body shall have power to designate two (2) of said arbitrators, and the employer shall have the power to designate two (2) others of said arbitrators, and the said four arbitrators shall designate a fifth person as arbitrator, who shall be chairman of the board. In case the employes concerned in any such grievance or dispute as aforesaid are members in good standing of a labor organization which is not represented in a central body, then the organization of which they are members shall designate two members of said board, and said board shall be organized as hereinbefore provided; and in case the employes concerned in any such grievance or dispute as aforesaid are not members of any labor organization, then a majority of said employes, at a meeting duly held for that purpose, shall designate two arbitrators for said board, and said board shall be organized as hereinbefore provided: *Provided*, that when the two arbitrators selected by the respective parties to the controversy, the district judge of the district having jurisdiction of the subject matter shall, upon notice from either of said arbitrators that they have failed to agree upon the fifth arbitrator, appoint said fifth arbitrator.

SEC. 2. That any board as aforesaid selected may present a petition in writing to the district judge of the county where such grievance or dispute to be arbitrated may arise, signed by a majority of said board, setting forth in brief terms the facts showing their due and regular appointment, and the nature of the grievance or dispute between the parties to said arbitration, and praying the license or order of such judge establishing and approving of said board of arbitration. Upon the presentation of said petition it shall be the duty of said judge, if it appear that all requirements of this act have been complied with, to make an order establishing such board of arbitration and referring the matters in dispute to it for hearing, adjudication and determination. The said petition and order, or a copy thereof, shall be filed in the office of the district clerk of the county in which the arbitration is sought.

SEC. 3. That when a controversy involves and affects the interests of two or more classes or grades of employes belonging to different labor organizations, or of individuals who are not members of a labor organization, then the two arbitrators

selected by the employes shall be agreed upon and selected by the concurrent action of all such labor organizations, and a majority of such individuals who are not members of a labor organization.

SEC. 4. The submission shall be in writing, shall be signed by the employer or receiver and the labor organization representing the employes, or any laborer or laborers to be affected by such arbitration who may not belong to any labor organization, shall state the question to be decided, and shall contain appropriate provisions by which the respective parties shall stipulate as follows:

1. That pending the arbitration the existing status prior to any disagreement or strike shall not be changed.

2. That the award shall be filed in the office of the clerk of the district court of the county in which said board of arbitration is held, and shall be final and conclusive upon both parties, unless set aside for error of law, apparent on the record.

3. That the respective parties to the award will each faithfully execute the same, and that the same may be specifically enforced in equity so far as the powers of a court of equity permit.

4. That the employes dissatisfied with the award shall not by reason of such dissatisfaction quit the service of said employer or receiver before the expiration of thirty days, nor without giving said employer or receiver thirty days written notice of their intention so to quit.

5. That said award shall continue in force as between the parties thereto for the period of one year after the same shall go into practical operation, and no new arbitration upon the same subject between the same parties shall be had until the expiration of said one year.

SEC. 5. That the arbitrators so selected shall sign a consent to act as such and shall take and subscribe an oath before some officer authorized to administer the same to faithfully and impartially discharge his duties as such arbitrator, which consent and oath shall be immediately filed in the office of the clerk of the district court wherein such arbitrators are to act. When said board is ready for the transaction of business it shall select one of its members to act as secretary and the parties to the dispute shall receive notice of a time and place of hearing,

which shall be not more than ten days after such agreement to arbitrate has been filed.

SEC. 6. The chairman shall have power to administer oaths and to issue subpoenas for the production of books and papers and for the attendance of witnesses to the same extent that such power is possessed by the court of record or the judge thereof in this State. The board may make and enforce the rules for its government and transaction of the business before it and fix its sessions and adjournment, and shall herein examine such witnesses as may be brought before the board, and such other proof as may be given relative to the matter in dispute.

SEC. 7. That when said board shall have rendered its adjudication and determination its powers shall cease, unless there may be at the time in existence other similar grievances or disputes between the same class of persons mentioned in section 1, and in such case such persons may submit their differences to said board, which shall have power to act and adjudicate and determine the same as fully as if said board was originally created for the settlement of such difference or differences.

SEC. 8. That during the pendency of arbitration under this act it shall not be lawful for the employer or receiver party to such arbitration, nor his agent, to discharge the employes parties thereto, except for inefficiency, violation of law, or neglect of duty, or where reduction of force is necessary, nor for the organization representing such employes to order, nor for the employes to unite in, aid or abet strikes or boycotts against such employer or receiver.

SEC. 9. That each of the said board of arbitrators shall receive three dollars per day for every day in actual service, not to exceed ten (10) days, and traveling expenses not to exceed five cents per mile actually traveled in getting to or returning from the place where the board is in session. That the fees of witnesses of aforesaid board shall be fifty cents for each day's attendance and five cents per mile traveled by the nearest route to and returning from the place where attendance is required by the board. All subpoenas shall be signed by the secretary of the board and may be served by any person of full age authorized by the board to serve the same. That the fees and mileage of witnesses and the per diem and traveling expenses of said arbitrators shall be taxed as costs against either

or all of the parties to such arbitration, as the board of arbitrators may deem just, and shall constitute part of their award, and each of the parties to said arbitration shall, before the arbitration (arbitrators) proceed to consider the matters submitted to them, give a bond, with two or more good and sufficient sureties in an amount to be fixed by the board of arbitration, conditioned for the payment of all the expenses connected with the said arbitration.

SEC. 10. That the award shall be made in triplicate. One copy shall be filed in the district clerk's office, one copy shall be given to the employer or receiver, and one copy to the employes or their duly authorized representative. That the award being filed in the clerk's office of the district court, as herein before provided, shall go into practical operation and judgment shall be entered thereon accordingly at the expiration of ten days from such filing, unless within such ten days either party shall file exceptions thereto for matter of law apparent on the record, in which case said award shall go into practical operation and judgment rendered accordingly when such exceptions shall have been fully disposed of by either said district court or on appeal therefrom.

SEC. 11. At the expiration of ten days from the decision of the district court upon exceptions taken to said award as aforesaid, judgment shall be entered in accordance with said decision, unless during the said ten days either party shall appeal therefrom to the Court of Civil Appeals holding jurisdiction thereof. In such case only such portion of the record shall be transmitted to the appellate court as is necessary to the proper understanding and consideration of the questions of law presented by said exceptions and to be decided. The determination of said Court of Civil Appeals upon said questions shall be final, and being certified by the clerk of said Court of Civil Appeals, judgment pursuant thereto shall thereupon be entered by said district court. If exceptions to an award are finally sustained, judgment shall be entered setting aside the award; but in such case the parties may agree upon a judgment to be entered disposing of the subject matter of the controversy, which judgment, when entered, shall have the same force and effect as judgment entered upon an award.

SEC. 12. The near approach of the end of the session, and



the great number of bills requiring the attention of the Legislature, creates an imperative public necessity and an emergency that the constitutional rule requiring bills to be read in each house on three several days be suspended, and it is so suspended. [*Approved April 24, 1895.*]

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### MISSOURI.

**An Act to provide for a board of mediation and arbitration for the settlement of differences between employers and their employes.**

*Be it enacted by the General Assembly of the State of Missouri, as follows:*

SECTION 1. Upon information furnished by an employer of laborers, or by a committee of employes, or from any other reliable source, that a dispute has arisen between employers and employes, which dispute may result in a strike or lockout, the commissioner of labor statistics and inspection shall at once visit the place of dispute and seek to mediate between the parties, if, in his discretion it is necessary so to do.

SEC. 2. If a mediation can not be effected, the commissioner may at his discretion direct the formation of a board of arbitration, to be composed of two employers and two employes engaged in a similar occupation to the one in which the dispute exists, but who are not parties to the dispute, and the commissioner of labor statistics and inspection, who shall be president of the board.

SEC. 3. The board shall have power to summon and examine witnesses and hear the matter in dispute, and, within three days after the investigation, render a decision thereon, which shall be published, a copy of which shall be furnished each party in dispute, and shall be final, unless objections are made by either party within five days thereafter: Provided, that the only effect of the investigation herein provided for shall be to give the facts leading to such dispute to the public through an unbiased channel.

SEC. 4. In no case shall a board of arbitration be formed when work has been discontinued, either by action of the employer or the employes; should, however, a lockout or strike have occurred before the commissioner of labor statistics could

be notified, he may order the formation of a board of arbitration upon resumption of work.

SEC. 5. The board of arbitration shall appoint a clerk at each session of the board, who shall receive three dollars per day for his services, to be paid, upon approval by the commissioner of labor statistics, out of the fund appropriated for expenses of the bureau of labor statistics. [*Approved April 11, 1889.*]

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### NORTH DAKOTA.

Chapter 46, of the Acts of 1890, defining the duties of the Commissioner of Agriculture and Labor, has the following:—

SECTION 7. If any difference shall arise between any corporation or person, employing twenty-five or more employes, and such employes, threatening to result, or resulting in a strike on the part of such employes, or a lockout on the part of such employer, it shall be the duty of the commissioner, when requested so to do by fifteen or more of said employes, or by the employers, to visit the place of such disturbance and diligently seek to mediate between such employer and employes.

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### NEBRASKA.

The law creating the Bureau of Labor and Industrial Statistics of the State of Nebraska, defines the duties of the chief officer as follows:—

SEC. 4. The duties of said commissioner shall be to collect, collate and publish statistics and facts relative to manufacturers, industrial classes, and material resources of the state, and especially to examine into the relations between labor and capital; the means of escape from fire and protection of life and health in factories and workshops, mines and other places of industries; the employment of illegal child labor; the exaction of unlawful hours of labor from any employee; the educational, sanitary, moral, and financial condition of laborers and artisans; the cost of food, fuel, clothing, and building material; the causes of strikes and lockouts, as well as kindred subjects and matters pertaining to the welfare of industrial interests and classes. [*Approved March 31, 1887.*]

